

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER <input type="checkbox"/> Yes <input type="checkbox"/> No		RATING		PAGE 1	OF PAGES 95
2. CONTRACT NO.		3. SOLICITATION NO. JC-RIV-3-02		4. THIS IS A: SMALL BUSINESS SET-ASIDE <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		5. DATE ISSUED 01/05/04	
7. ISSUED BY: U. S. Department of Labor Employment and Training Administration/Office of Job Corps 525 S. Griffin Street – Room 403 Federal Building Dallas, Texas 75202				8. ADDRESS OFFER TO (If other than Block 7) Same as Block 7			
SOLICITATION							
9. Offers in original and (see Section L, page 72) copies for furnishing the supplies or services in the Schedule will be received at the place in the depository specified in Item 8, or if hand-carried located in Room 403 Federal Bldg., 525 S. Griffin Street, Dallas, Texas 75202 until 1:00 p.m. local time 02/20/2004 <div style="text-align: right;">(Hour) (Date)</div> <p style="text-align: center;">CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L.</p>							
10. FOR INFORMATION CALL:		A. NAME Frank Stluka		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 214/767-2579			
11. TABLE OF CONTENTS							
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OFFER (must be fully completed by Offeror)							
12. In compliance with the above, the undersigned agree, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the Offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.							
13. DISCOUNT FOR PROMPT PAYMENT		10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	_____ CALENDAR DAYS		
(See Section I, Clause No. 3.3.1-6)		%	%	%	%		
14. ACKNOWLEDGMENT OF AMENDMENTS (The Offeror acknowledges receipt of amendments to the SOLICITATION for Offerors and related documents numbered and dated)		AMENDMENT NO.		DATE		AMENDMENT NO.	
15A. NAME AND ADDRESS OF OFFEROR						16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER <input type="checkbox"/> SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AWARD (To be completed by Government)							
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION DATA			
22. RESERVED		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)				ITEM	
24. ADMINISTERED BY (if other than item 7)		25. PAYMENT WILL BE MADE BY					
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE	

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SECTION B. SUPPLIES OR SERVICES AND PRICES/COSTS

The Department of Labor, Employment and Training Administration (ETA), Job Corps has a requirement for providing Outreach/Admissions Services in the state of Texas.

The Contractor shall provide **Outreach and Admissions** services in the state of Texas and shall ensure the arrival of a minimum of 719 students into the North Texas and Treasure Lake Job Corps programs annually for resident male students, resident female students, and non-resident male and female students.

All operations, services and deliverables under these items shall be provided as specified in Sections C and F of this document.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>ESTIMATED COST</u>
001	Outreach/Admissions services for the base 1-year period <u>August 1, 2004 through July 31, 2005.</u>	
002	Outreach/Admissions services for Option Year 1, for the period <u>August 1, 2005 through July 31, 2006.</u>	
003	Outreach/Admissions services for Option Year 2, for the period <u>August 1, 2006 through July 31, 2007.</u>	
004	Outreach/Admissions services for Option Year 3, for the period <u>August 1, 2007 through July 31, 2008.</u>	
005	Outreach/Admissions services for Option Year 4, for the period <u>August 1, 2008 through July 31, 2009.</u>	

SECTION C. STATEMENT OF WORK

C.1 GENERAL

A. Background

Job Corps is a national residential training and employment program administered by the Department of Labor to address the multiple barriers to employment faced by disadvantaged youth throughout the United States. Job Corps was originally established by the Economic Opportunity Act of 1964; current authorization for the program is Title I, Subtitle C, of the Workforce Investment Act of 1998.

Job Corps provides educational and occupational skills training and support services. The unique combination of services provided in the Job Corps is intended to better prepare youth to obtain and hold gainful employment, pursue further education or training, or satisfy entrance requirements for careers in the Armed Forces.

B. Objective

The contractor shall provide material, services, and all necessary personnel to operate a Job Corps Outreach/Admissions program as set forth in Title 1, Subtitle C of the Workforce Investment Act of 1998, and the Job Corps Policy and Requirements Handbook. The basic purpose of the Outreach and Admissions program is to provide a comprehensive approach to ensure that sufficient numbers of disadvantaged youth between the ages of 16 and 24 are enrolled in specified Job Corps Centers.

The general scope of work includes the participation of the contractor in pilot projects initiated by the Department of Labor. An equitable adjustment shall be made for those projects determined to be an increase in work within the general scope of the contract via a supplemental agreement to the contract negotiated with the contractor. All disputes arising under these actions are subject to the disputes clause.

C. Governing Regulations, Handbooks

The Job Corps Policy and Requirements Handbook (hereinafter referred to as the PRH) has been developed to include all mandatory program requirements in one document and is hereby incorporated into this contract by reference. The total Job Corps program is defined in the Code of Federal Regulations, Title 20 - Labor, Subtitle A - Office of the Secretary of Labor, Part 670. The contractor shall follow the PRH, the Regulations, and all other requirements established in this contract. The PRH is available at <http://jcweb.jobcorps.org:7108/documents/docu.htm>

C.2 PROGRAM CONTENT

A. Outreach and Admissions

The contractor shall perform outreach and admissions activities as required by this contract, which ensure that the Job Corps program maintains a positive public image, maintains a ready supply of eligible and committed applicants, and works in partnership with individuals, communities, organizations, employers and State and local workforce development systems.

The contractor shall meet the standards established by the Director of Job Corps each year in the Outreach and Admissions Outcome Measurement System.

The contractor shall be expected to recruit and screen sufficient numbers of applicants to generate sufficient numbers of arrivals to maintain the North Texas and Treasure Lake Job Corps Centers at average on-board strength of 100% of the design capacity, in accordance with the delivery schedule in Section F. Applicants will be recruited from the geographic areas and counties served by the following local Workforce Development Boards (see website: www.twc.state.tx.us/dirs/wdas/wdamap.html for map of local boards):

1. Panhandle
2. South Plains
3. North Texas
4. North Central Texas (western half)
5. Tarrant County
9. West Central
12. Concho Valley

Annual arrival goals are as follows:

Center	Male Residents	Male Non-Residents	Female Residents	Female Non-Residents
North Texas	232	0	268	0
Treasure Lake	155	0	64	0

At a minimum, the Outreach and Admissions program shall include the following:

1. **Outreach:** The contractor shall work cooperatively with various individuals and organizations to attract and enroll eligible at-risk youth. The contractor shall develop and implement effective marketing techniques to educate the public about the program and to ensure that Job Corps is viewed as a positive alternative for youth. Required steps for planning and implementing outreach activities are found in PRH 1.1.
2. **Eligibility Determination and Screening Factors:** The contractor shall assess, verify, and document applicant eligibility for the Job Corps program, in conformity with the criteria and procedures listed in PRH, 1.2 and Exhibit 1-1.
3. **Information to Applicants:** The contractor shall provide applicants with accurate information about the Job Corps program, and about specific Job Corps centers, in accordance with PRH 1.3.
4. **Readmission:** The contractor shall assess and verify that applicants for readmission meet criteria found in PRH, 1.4.
5. **Applicant Assignments:** The contractor shall provide a regular flow of applicants for assignment to centers in accordance with Regional procedures and PRH 1.5.
6. **Enrollment Readiness:** The contractor shall ensure that assigned applicants are fully prepared for successful center enrollment in accordance with requirement listed in PRH 1.6.

B. Management

The contractor shall provide direction, management and administrative support to all functions and activities of outreach/admissions. The contractor shall establish systems that ensure:

- Effective program organization and management.
- Program integrity and accountability.
- Staff professionalism and development.

At a minimum, the program shall consist of:

1. **Program Management:** The contractor shall establish a system that ensures achievement of program goals and maintenance of quality performance. Expected procedures for monitoring and tracking operations and outcomes are listed in PRH, 5.1.

2. **Personnel:** The contractor shall recruit, hire, and retain qualified staff, in accordance with the requirements of PRH, 5.2, and Exhibit 5-3. The contractor shall develop and implement policies that promote a working environment of equal opportunity which is free of race, gender, or ethnic bias.
3. **Staff Training:** The contractor shall provide training opportunities that ensure that staff possess the knowledge and skills necessary to perform their job duties and which enable them to serve as positive role models for students. Specific training requirements are detailed in PRH, 5.3, and Exhibit 5-4.
4. **Procurement and Property Management:** The contractor shall establish systems to procure property, services, and supplies in a cost-efficient manner in accordance with government policies. The contractor shall also establish systems to provide procedures for receipt and accountability of government-owned property, materials, and supplies, in accordance with PRH 5.6.
5. **Financial Management:** The contractor shall develop and maintain systems to effectively plan, budget and control expenses which shall safeguard public funds and ensure the cost-effective provision of services to meet program goals. The contractor shall establish and maintain a financial management system which meets all the requirements of PRH, 5.7, and Appendix 503.

SECTION D. PACKAGING AND MARKING

Not Required

SECTION E. INSPECTION AND ACCEPTANCE

E.1 IDENTITY AND AUTHORITY OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (FAR 42.302)

- A. The Contracting Officer's Technical Representative (COTR) is M. Frank Stluka, whose authority to act on behalf of the Contracting Officer is limited to the extent set forth in B below. Under no circumstances is the Contracting Officer's Technical Representative (COTR) authorized to sign any contractual documents or approve any alteration to the contract involving a change in the scope, price, terms or conditions of the contract or order.
- B. The COTR is authorized to:
1. Monitor and inspect contractor's performance to ensure compliance of the scope of work.
 2. Make determinations relative to satisfactory or unsatisfactory performance, including acceptance of all work performed and/or all products produced under the terms of the contract.
 3. Review and approve invoices.
 4. Review and approve contractor's project staff as may be called for on the contract.
 5. Recommend program changes to the Contracting Officer as a result of monitoring or as may be requested by the contractor.
 6. Review, coordinate changes or corrections, if any, and accept all reports (including any final reports) required under the contract.
 7. Review and approve required plans.
- C. All inspections and evaluations shall be performed in such a manner as to not unduly delay the contractor's work.

Inspection and acceptance of the work called for under this contract shall be made by the COTR at the contractor's offices or at the U.S. Department of Labor, Employment and Training Administration, Regional Office. Inspection and acceptance activities required by this contract shall be performed as directed by the Contracting Officer.

E.2 52.246-5--INSPECTION OF SERVICES--COST-REIMBURSEMENT (APR 1984)

- A. Definition: "Services," as used in this clause, includes services performed, workmanship, and material furnished or used in performing services.
- B. The contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.
- C. The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the contract. The Government shall perform inspections and tests in a manner that shall not unduly delay the work.
- D. If any of the services performed do not conform with contract requirements, the Government may require the contractor to perform the services again in conformity with contract requirements, for no additional fee. When the defects in services cannot be corrected by re-performance, the Government may (1) require the contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce any fee payable under the contract to reflect the reduced value of the services performed.
- E. If the contractor fails to promptly perform the services again or take the action necessary to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and reduce any fee payable by an amount that is equitable under the circumstances or (2) terminate the contract for default.

E.3 Government Quality Assurance Surveillance Plan

The Government shall conduct quality assurance and performance assessment functions to the extent necessary to determine whether the contractor has fulfilled the contract obligations pertaining to quality and quantity, including achievement of outcomes as specified in the contract.

SECTION F. DELIVERIES OR PERFORMANCE**F.1 TYPE OF CONTRACT**

This is a **Cost Plus Fixed Fee (CPFF)** Contract.

F.2 PERIOD OF PERFORMANCE

A. The terms of the contract are for a base period of 1 year with four 1-year option periods. The contractor shall provide Outreach/Admissions Services during the period of **August 1, 2004 through July 31, 2005** and if appropriate, shall perform necessary functions related to a transition period for assuming responsibility for the operation of the OA contract for the month of **August, 2004**.

B. Input Schedule: ☒ **Applicable** ☐ Not Applicable

Annual Arrival by Month			
Month	Male	Female	Total
August	28	24	52
September	31	27	58
October	33	29	62
November	35	30	65
December	22	18	40
January	35	30	65
February	35	30	65
March	35	30	65
April	35	30	65
May	35	30	65
June	35	30	65
July	28	24	52

- C. Upon completion or termination of this contract, the contractor shall transfer to the successor contractor complete documentation regarding property transactions, student files and other records as directed by the Contracting Officer.

F.3 52.242-15 B STOP WORK ORDER (AUG 1989) and 52.242-15 - ALTERNATE I (APR 1984)

- A. The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either --
1. Cancel the stop-work order; or
 2. Terminate the work covered by the order as provided in the Termination, clause of this contract.
- B. If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if --
1. The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
 2. The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- C. If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

- D. If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

52.242-15– ALTERNATE I (APR 1984)

If this clause is inserted in a cost-reimbursement contract, substitute in paragraph (a)(2) the words "the Termination clause of this contract" for the words "the Default, or the Termination for Convenience of the Government clause of this contract." In paragraph (b) substitute the words "an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected" for the words "an equitable adjustment in the delivery schedule or contract price, or both."

SECTION G. CONTRACT ADMINISTRATION DATA

G.1 FUNDING AND FINANCIAL ADMINISTRATION

Payment of the contractor's cost shall be made in accordance with Part II, Contract Clauses, and Parts C and D below.

No Job Corps funds shall be provided to pay compensation to any individual, either as a direct cost or as an indirect cost, or proration at a rate in excess of Executive Level II (\$150,000 per year.) Proration means that the amount charged for a less than full-time employee cannot exceed an annualized rate of \$154,700. Compensation is defined as salaries and cash bonuses exclusively. This does not include fringe benefits. This applies to all functions within the Job Corps contract including subcontracted services.

The Government and the contractor recognize that the estimated costs provided for in the initial contract period and in each of the option periods are solely for the individual periods designated and are not considered to be a cumulative amount. Therefore, if the contractor does not require the estimated costs for each designated contract period to meet the requirements of the contract, the Government reserves the right to reduce the estimated amount for that period to the amount of funds actually required for that period. This action shall take place after the completion of the designated period and the adjustment shall be applied to the total current estimated value of the contract.

A. Estimated Cost & Fixed Fee

The total estimated cost and fixed fee for this contract are as follows:

Estimated Cost & Fixed Fee		1 st (base) year
a.	Outreach/Admissions	\$
b.	Fixed Fee	\$
c.	Total Estimated Cost (a + b):	\$

B. Summary of Funds Available

The sum presently available for payment and allotted to this contract is noted in the table below:

Cost Category	Amount
Outreach/Admissions (Operations, Fixed Fee)	\$
TOTAL	\$

It is estimated that the above-listed available funds will cover the period _____ through _____. The fixed fee shall be paid out of the outreach/admissions funds.

C. Payment and Payment Due Date

1. Allowable Costs

In accordance with Clause 52.216-7, Allowable Costs and Payment , the contractor shall be reimbursed for allowable, allocable costs incurred in performance of the work under this contract. In addition to reimbursements for direct costs incurred, the contractor shall be reimbursed for indirect costs in accordance with the FAR 42.7, Indirect Cost Rates. Indirect Cost Rates shall be negotiated by the Department of Labor's Office of Cost Determination or other cognizant audit agency.

Indirect Costs applicable to this contract shall be calculated by applying a ☐provisional, ☐negotiated, or ☐proposed rate to bases as shown below:

Indirect Cost	Base of Allocation	Rate for each Contract Year				
		1	2	3	4	5
G&A	Total Costs, excluding G&A and Contractor's Fee					
Overhead <input type="checkbox"/> Applicable <input type="checkbox"/> Not Applicable	Total Direct Salaries and Wages (<input type="checkbox"/> including/ <input type="checkbox"/> excluding fringe benefits)					
	Total Indirect Cost					

For billing purposes, costs shall be calculated using the approved provisional rate as shown above, until a final rate is established. In the absence of an approved provisional rate, a negotiated/proposed rate shall be used.

In no event shall the reimbursement for G&A and overhead exceed the following ceiling: G&A____%, Overhead____%

When final G&A and overhead rates are established, the total amount of Indirect Costs payable under this contract shall be determined by multiplying the final rate, or ceiling rate, whichever is lower, by the total amount of allowable costs incurred for center operations, outreach/ admissions and placement. The total amount billed shall then be subtracted from this figure to determine the amount of G&A and overhead expense due to the contractor, or refund due to the

Government in the event that the amount billed exceeds the total amount payable under the contract.

2. Fixed Fee (See Clause 52.216-08 (Mar-97))
3. Incentive Fee: Not Applicable
4. Payment Due Date

Payments under this contract shall be due on the **30th** calendar day after the date of actual receipt of a proper invoice in the office designated to receive the invoice. A proper invoice is defined in E below. All payments shall be made using Electronic Funds Transfer.

5. Prompt Payment.

The Prompt Payment Act, Public Law 97-177 (96 Stat. 85, 31 USC 1801), is applicable to payments under this contract and requires the payment to contractors of interest on overdue payments and improperly taken discounts. Determinations of interest due shall be made in accordance with the provisions of the Prompt Payment Act and Office of Management and Budget Circular A-125.

D. Limitation on Withholding of Payments

If more than one clause or schedule provision of this contract authorizes the temporary withholding of amounts otherwise payable to the contractor for work performed under this contract, the total of the amounts so withheld at any one time shall not exceed the greatest amount which may be withheld under any one such clause or schedule provision at that time, provided that this limitation shall not apply to:

1. Withholdings pursuant to any clause relating to wages or hours or employees;
2. Withholdings not specifically provided for by this contract; and
3. The recovery of overpayments.

E. Invoice Requirements

1. The contractor shall submit the original, plus two (2) copies, of the invoice claiming reimbursement for costs for provisional payment directly to the COTR for certification and forwarding to the cognizant payment office.

Invoices shall be submitted not more frequently than twice a month. Each invoice must contain, at a minimum, the following:

- a. Name of the business concern or agency preparing invoice;
 - b. Date invoice is prepared;
 - c. Contract number; and
 - d. Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent.
2. Certification must be made that the amount vouchered does not exceed the amount of funds available in the contract.
3. Standard Form 1034 may be used for invoicing purposes and may be obtained from the GSA Regional Office. Each invoice shall be numbered consecutively and shall include costs, G&A, overhead, fixed fee incurred for the current period; and a report reflecting the cumulative total costs, G&A, overhead, and total cumulative fixed fee incurred.
4. For the purpose of this contract the COTR is hereby designated the authorized representative for the Contracting Officer for processing provisional payment of invoices, cost contractor's invoices, cost contractor's detailed statement of costs, per the provisions of Clause 52.216-07, Allowable Cost and Payment, except that the final invoice shall be forwarded to the Contracting Officer. The right to determine whether costs are allowable, disallowable, or should be suspended is not re-delegated, but is reserved for the Contracting Officer.

G.2 INTERPRETATION OR MODIFICATIONS

No oral statement of any person and no written statement of anyone other than the Contracting Officer shall modify or otherwise affect the terms or meaning of this contract. All requests for interpretations, modifications, or changes shall be made in writing to the Contracting Officer.

G3. 52.217-8 -- OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

G.4 52.217-9--OPTION TO EXTEND THE TERM OF CONTRACT (MAR 2000)

- The Government may extend the term of this contract by written notice to the Contractor within 30 days, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days

before the contract expires. The preliminary notice does not commit the Government to an extension.

- If the Government exercises this option, the extended contract shall be considered to include this option clause.
- The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years.

The contractor agrees that the estimated costs for providing outreach/admissions services in each of the option years shall be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts shown in the Option Year budget table provided below are therefore considered provisional, except that the fixed fee amounts are considered final unless changed by subsequent bilateral contract modification.

Estimated Cost & Fixed Fee for Option Years					
	Cost Category	OY1	OY2	OY3	OY4
a.	Outreach/Admissions	\$	\$	\$	\$
b.	Fixed Fee	\$	\$	\$	\$
c.	Total Estimated Cost (a + b):	\$	\$	\$	\$

G.5 OPTIONS

A. Contract Terms and Conditions for Options

The Contracting Officer shall analyze the option year cost in relation to the current market price in deciding whether to exercise the option. In addition, factors to be considered by the Contracting Officer in the awarding of the option include the contractor's performance compared to outcome measurement standards established by the Director of Job Corps, and the contractor's performance in terms of compliance and quality assessments.

In addition, there may be other factors impacting on the option year decision. These include other terms and conditions of the contract, fair market value of similar contracts, the necessity of reducing disruptions to operations, innovations, corporate support, audit results, special review findings, other sources regarding compliance with this contract, as well as DOL administrative considerations.

If consideration and analysis of the above factors indicate a new contract is most advantageous to the Government, the option shall not be exercised. If the analysis

of the above factors results in a favorable determination that is advantageous to the Government, the option may be exercised.

B. Request for Change In Option Price

If, after exercise of the option, the contractor has reason to believe the total cost to the Government shall exceed the estimated cost as stated in the option, the contractor shall notify the Contracting Officer in accordance with Clause 52.232-22, Limitation of Funds. If the Contracting Officer determines that an increase in the option year price is required, and is not caused by a change in the scope of work, such price increase, if made, shall not include an increase in fee. If the price increase requested is a result of a scope of work change, an equitable fee adjustment shall be considered.

**G.6 LIQUIDATED DAMAGES FOR PLACEMENTS FOUND TO BE INVALID:
Not applicable**

SECTION H. SPECIAL CONTRACT REQUIREMENTS

H.1 CONTRACTOR'S GENERAL RESEARCH COSTS

It is specifically agreed that no part of the costs of the contractor's sponsored independent general research program shall be charged directly or indirectly to this contract.

H.2 PAYMENT OF ROYALTIES

Payments by the contractor of any sum for royalties or patent rights not included in the ordinary purchase price of standard commercial supplies shall not constitute items of allowable cost hereunder, unless and until approved by the Contracting Officer. Reimbursement to the contractor on account of any such payments shall not be construed as an admission by the Government of the enforceability, validity, scope, or title to any of the patents involved, nor shall any such reimbursement constitute a waiver of any rights or defenses respecting such patents.

H.3 DUPLICATION OF EFFORT

The contractor hereby certifies that costs of work to be performed under this contract and any subcontract hereunder is not duplicative of any costs charged against any other Government contract, subcontract, or other Government source. The contractor shall include the provisions of this paragraph in every subcontract issued hereunder which exceeds \$2,500. The contractor agrees to advise the Contracting Officer in writing of any other Government contract or subcontract it has performed, or is performing, which involves work directly related to the purpose of this contract.

H.4 OTHER CONTRACTORS

The Government may undertake or award other contracts for the same, essentially similar, or related work, and the contractor shall fully cooperate with such other contractors and with Government employees. The contractor shall not commit or permit any act which shall interfere with the performance of work by any other contractor or by Government employees.

H.5 TRAVEL AND PER DIEM

All travel and per diem charges shall be in accordance with Federal Travel Regulations or those of the contractor, whichever is more restrictive. Current Federal Travel Regulations may be obtained from the Contracting Officer or at the following website: <http://policyworks.gov>.

The contractor shall request Regional Office approval prior to any out of Region travel that will be charged to this contract

H.6 WAGE COMPARABILITY

- A. The contractor agrees: (1) to pay at least the prevailing applicable Federal minimum wage (refer to Section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended); (2) that DOL shall reimburse for compensation in excess of the minimum only to the extent that such compensation does not exceed the standards set forth for reasonableness thereof in the applicable Cost Principles (FAR 31.2). In general compensation should be limited to an amount which does not exceed the wage or salary payable to persons providing substantially similar services in the area where the program is being carried out, or the area of the particular employee's immediately preceding employment, whichever is higher. The contractor agrees to submit a statement of wages and salaries as required under B below.
- B. As appropriate and required, the contractor shall pay Davis-Bacon and/or Service Contract prevailing wages and ensure that subcontractors follow those provisions. The contractor is liable for costs if wages are being paid below the prevailing rates. The Government is liable for costs if the contractor is paying the prevailing rates and a protest or problem occurs with those rates.

H.7 SERVICE CONTRACT ACT OF 1965, AS AMENDED

- A. The Service Contract Act of 1965 is applicable to contracts for Outreach/Admissions. In addition, subcontracts awarded by contractors are subject to the Act to the same extent and under the same conditions as contracts made directly by the U.S. Department of Labor.
- B. Subcontracts shall include the applicable clause in FAR 22.10.
- C. In order that the requirements of FAR 22.10 may be complied with, the contractor shall notify the Contracting Officer not less than 45 days prior to issuance of any invitation for bids or requests for proposals, or commencement of negotiations for any subcontract exceeding \$2,500, which may be subject to the Act.
- D. The Department of Labor is responsible for obtaining prevailing wage rates for service type contracts and shall make applicable wage rates a part of this contract.

H.8 COMPLIANCE WITH COPELAND REGULATIONS

The contractor shall comply with the Copeland Regulations of the Secretary of Labor (29 CFR, Part 3) which are incorporated herein by reference.

H.9 WITHHOLDING

The Contracting Officer shall upon his/her own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same Prime Contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same Prime Contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers employed by the contractor or any subcontractor, the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work (or under the United States Housing Act of 1937 or the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the contract, the Contracting Officer may, after written notice to the Prime Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

H.10 RELIGIOUS AND POLITICAL ACTIVITY

The contractor agrees that it shall not perform or permit any religious proselytizing or political propagandizing in connection with the performance of this contract. The contractor's employees, volunteers and trainees shall not be assigned to conduct religious or political activities or instruction. Funds under this contract shall be used exclusively for performance of the work required under this contract. No funds made available under this contract shall be used to promote any religious or political activities.

H.11 RESTRICTIONS ON CONTRACTOR'S LEGISLATIVE INFLUENCE ACTIVITY

The salary or expenses of anyone engaged in any activity designed to influence legislation or appropriations pending before the Congress shall not be an allowable cost under this contract.

H.12 CONTRACT IDENTIFICATION NUMBER

The contractor agrees to refer to and apply the identifying number of this contract on all correspondence, communications, reports, vouchers, and all other data concerning this contract, or delivered hereunder.

H.13 SUBMISSION OF CORRESPONDENCE

All correspondence relating to contractual aspects shall be directed to the attention of the Contracting Officer at the address listed on the face sheet of this contract.

H.14 AUTHORIZATION AND CONSENT FOR USE OF PATENT

The Government hereby gives its authorization and consent for all use and manufacture of any invention described in, and covered by, a patent of the United States in the performance of this contract or any part hereof or any amendment thereto or any subcontract hereunder (including any lower-tier subcontract).

H.15 PATENT RIGHTS

- A. Whenever any invention, improvement, or discovery (whether or not patented) is made or conceived, or for the first time actually or constructively reduced to practice, by the contractor or its employees, in the course of, in connection with, or under the terms of, this contract, the contractor shall immediately give the Contracting Officer written notice thereof and shall promptly thereafter furnish the Contracting Officer complete information thereon; and the Contracting Officer shall have the sole and exclusive power to determine whether or not, and where, a patent application shall be filed, and to determine the disposition of all rights in such invention, improvement, or discovery, including title to, and rights under, any patent application or patent that may issue thereon. The determination of the Contracting Officer on all these matters shall be accepted as final and the provisions of the clause of this contract entitled "Disputes" shall not apply; and the contractor agrees that it shall, and warrants that all of its employees who may be the inventors shall, execute all documents and do all things necessary or proper to the effectuation of such determination.
- B. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall obtain patent agreements to effectuate the provisions of this clause from all persons who perform any part of the work under this contract, except such clerical and manual labor personnel as shall have no access to technical data.
- C. Except as otherwise authorized in writing by the Contracting Officer, the contractor shall insert in each subcontract having experimental, developmental, or research work as one of its purposes provisions making this clause applicable to the subcontractor and its employees.
- D. If the Government obtains patent rights pursuant to this clause of this contract, the contractor shall be offered license rights thereto on terms at least as favorable as those offered to any other firm.
- E. In the event no inventions, improvements, or discoveries (whether or not patented) are made or conceived, or for the first time actually or constructively reduced to practice by the contractor or its employees in the course of, in connection with, or under the terms of, this contract, the contractor shall so certify to the Contracting Officer before final payment hereunder.

- F. If the contractor is permitted to file patent applications pursuant to this clause, the following statement shall be included within the first paragraph of the specification of any patent application or patent:

"The invention described herein was made in the course of, or under, a contract with the Department of Labor Employment and Training Administration.

H.16 ELIMINATION OF SEXIST LANGUAGE AND ARTWORK

All written materials issued by a contractor shall conform to the following guidelines for eliminating sexist language and artwork:

- A. Avoid the use of sex references in job titles. Titles should conform to the Census Bureau's occupational classification system and the 1992 edition of the Dictionary of Occupational Titles, and the O-Net System.
- ✓ Longshore workers instead of longshoremen.
- B. Avoid the use of male and female gender work forms.
- ✓ Aviator to include men and women pilots, not aviatrix.
- C. Include both sexes by using terms that refer to people as a whole.
- ✓ Human beings or people instead of mankind.
- D. Avoid the use of masculine and feminine pronouns or adjectives in referring to a hypothetical person or people in general. Example: The average American worker spends 20 years of his life in the work force. Sentences such as this can be changed in the following ways:
- ✓ Reword to eliminate unnecessary gender pronouns and adjectives: The average American worker spends 20 years in the work force.
 - ✓ Recast into the plural. Most Americans spend 20 years of their lives in the work force.
 - ✓ Replace the masculine or feminine pronoun or adjective with "one," "you," "he or she," "her or him," or "his or her": An average American spends 20 years of his or her life in the work force.
- E. Refer to both men and women in such generic terms as economist, doctor, and lawyer. Identify sex with a pronoun.
- ✓ The lawyer made her final summation.

F. Avoid the use of stereotyped terms or expressions such as "man-sized" job.

- ✓ Use employee-years and employee-hours (or staff-hours) instead of man-years and man-hours.

G. The use of artwork in publications should conform to the following guidelines:

- ✓ Strive to use racially and sexually balanced designs.
- ✓ Depict both men and women in artwork on general subject matters.
- ✓ Show men and women in a variety of roles in photographs, illustrations, and drawings. For example, show men and women as managers and skilled laborers.

H.17 TITLES TO STUDIES

The contractor agrees that all studies, evaluations, proposals and data produced or developed in the performance of this contract for which reimbursement is appropriate hereunder shall become the property of the Government. This provision does not preclude the Contractor from seeking copyright of materials, other than those described above, such as teaching material and curricula.

H.18 PRINTING AND DUPLICATING

This clause is applicable to all contracts requiring printing/duplicating services as part of the contractor's performance. The contractor shall comply with all duplicating and printing regulations issued by the Joint Committee on Printing under the authority of sections 103.501 and 502, Title 44, United States Code. The term "duplicating" as used herein means material produced on single unit duplicating equipment not larger than 11 by 17 inches and which have a maximum image of 10 3/4 by 14 1/4 inches, using direct image plates not requiring the use of negatives. The term "printing" as used herein shall be construed to include and apply to the process of composition, plate-making, presswork, binding, and microform.

If required by the Contracting Officer, the contractor may duplicate up to a maximum of 5,000 copies of one page or 25,000 copies in the aggregate of multiple pages. The contractor shall not provide duplicating in excess of the quantities stated above or provide printing without the written authorization of the Joint Committee on Printing. Such authorization may be obtained from the Contracting Officer through the Department Printing Officer. Nothing in this clause shall preclude the procurement of writing, editing preparation of manuscript copy and preparation of related illustrative material.

H.19 DISPOSITION OF DATA AND COPYRIGHTS

- A. The terms "subject data," "contract," and "contractor," as used herein are defined as follows: (i) "Subject Data" includes writing, sound recordings, pictorial reproduction, drawings or other graphical representations, and works of any similar nature (whether or not copyrighted) which are specified to be delivered under this contract. The term does not include financial reports, cost analyses and similar information incidental to contract administration, (ii) "Contract" includes contract, subcontract, agreement, and sub-agreement; (iii) "Contractor" includes any party with whom the Government enters a contract.
- B. Subject to the provision of paragraph C below, the Government may duplicate, use, and disclose in any manner and for any purpose whatsoever, and have others so do, all subject data delivered under this contract.
- C. The contractor agrees to and does hereby grant to the Government and to its officers, agents, and employees acting within the scope of their duties, a royalty-free nonexclusive and irrevocable license throughout the world, to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so all subject data now or hereafter covered by copyright; provided that, with respect to such subject data not originated in the work furnished under this contract but which is incorporated in the work furnished under this contract, such license shall only be to the extent that the contractor, its employees or an individual or concern employed or assigned by the contractor to originate and prepare such data under this contract, no* has, or prior to completion or final settlement of this contract, may acquire the right, or grant such license, without becoming liable to pay compensation to others solely because of such grant.
- D. The contractor shall exert all reasonable effort to advise the Contracting Officer, at the time of delivery of the subject data furnished under this contract, of all portions of such data copied from work not composed or produced in the performance of this contract and licensed under this clause; provided that, if such subject data is included, evidence shall be submitted by the contractor of the copyright owner's consent to the use of such subject data by the contractor. In the absence of such consent, the contractor agrees not to furnish such subject data.
- E. The contractor shall report to the Contracting Officer promptly and in reasonably written detail, each notice of claim of copyright infringement received by the contractor with respect to all subject data delivered under this contract.
- F. The contractor shall indemnify and save and hold harmless the Government, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights or right of privacy, arising out of the publication, translation, reproduction,

delivery, performance, use, or disposition of any data furnished under this contract; or (ii) based upon any libelous or other unlawful matter contained in such data.

- G. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.
- H. The contractor shall not affix any restrictive markings upon any subject data, and if such markings are affixed, the Government shall have the right at any time to modify, remove, obliterate, or ignore any such markings.
- I. The contractor further agrees not to publish, have published, or otherwise disseminate any information of whatever nature resulting from the work being performed under this contract except as may be approved by the Department's Contracting Officer hereunder.
- J. The contractor agrees that the Department's Contracting Officer hereunder shall determine the disposition of the title to any rights under any Copyright secured by the contractor or its employees on copyrightable materials developed under this contract.
- K. Contractor agrees to preserve for a period of 36 months and, upon request of the Contracting Officer, make available to the Government for use, all scientific and technical information, data and know-how of any nature developed in performance of this contract and in connection with the contractor's activities on or related to this contract, regardless of whether such information, data and know-how was delivered and/or deliverable under the terms and provisions of this contract.

H.20 DISPOSITION OF MATERIAL

Upon termination or completion of all work under this contract, the contractor shall prepare for shipment, deliver F.O.B. destination, or dispose of all materials received from the Government and all residual materials produced in connection with the performance of this contract as may be directed by the Contracting Officer, or as specified in other provisions of this contract. All materials produced or are required to be delivered under this contract become and remain the property of the Government.

H.21 CONSULTANTS

- A. Consultant(s) hired to perform under this contract may be compensated at a rate for time actually worked or at a fixed price for performance of a specific task, or at nominal compensation in accordance with the contractor's policies. Written approval from the Contracting Officer must be obtained before a consultant is hired, regardless of contract type (hourly or fixed price).

- B. The amount or rate of payment shall be determined on a case-by-case basis taking into account (among any other relevant factors) the relative importance of the duties to be performed, the stature of the individual in their field, comparable pay for positions under the Classification Act or other Federal pay system (i.e., As a percent of maximum compared to GS ratings - GS-12, 55 percent, GS-13, 65 percent, GS-14, 75 percent, GS-15, 85 percent, SES-1, 96 percent, SES-2, 98 per-cent, SES-3, 100 percent), rates paid by private employers, and rates previously paid other experts or consultants for similar work.

The percentage of 65 ratings is provided as a guideline and is subject to change. In no event shall a consultant's allowable rate exceed \$260 per normal workday regardless of the 65 percent ratings guide provided above. The \$260 is exclusive of travel and per diem cost which may be added to the allowable consultant's rate.

- C. The contractor shall maintain a written report for the files of the results of all consultants charged to this contract. This report must include, as a minimum: (1) The consultant's name, dates, hours and amounts charged to the contract; (2) the names of the Contractor's staff to whom the services are provided; and (3) the result of the subject matter of the consultation.

H 22 USE OF THE AMERICA'S WORKFORCE NETWORK (AWN) BRAND

The official name for the nationwide system of providing employment and training through the Workforce Investment Act partnerships and various other federally sponsored programs is Americas Workforce Network. To achieve the goals of this contract, it is important that the public has a quick and easy method of identifying that the projects or programs they are taking part in are part of Americas Workforce Network. To provide this information to the public, the contractor agrees to place the Americas Workforce Network logo, in accordance with the U.S. Department of Labor's guidelines for such use, on all public materials such as statements, press releases, brochures, advertisements, reports, and other documents describing projects or programs funded in whole or in part with Federal money.

When the Americas Workforce Network logo is used, the contractor may accompany it with the following statement: Job Corps is a Proud Member of Americas Workforce Network.

The contractor shall not use the America's Workforce Network logo in any manner that would imply that the Department of Labor endorses a commercial product, service, or activity or that material of a nonofficial nature represents the U.S. Department of Labor.

The America's Workforce Network logo and user guidelines are available at <http://jcweb.jobcorps.org:7108/documents/docu.htm>

H.23 RENTAL COST OF FACILITIES

The contractor shall request Regional Office approval prior to incurring costs for any rental facilities beyond those specified in this contract.

H. 24 CLOSE-OUT PACKAGE

In accordance with Job Corps' Regional Office Closeout Procedures and 29 CFR 95.71, Closeout Procedures, the contractor shall submit an invoice marked "Final" no later than 90 calendar days after contract expiration. Pursuant to Clause 52.216-7, Allowable Cost and Payments, final indirect cost rates must be requested by the contractor from its cognizant federal agency no later than 180 calendar days after the close of each of the contractor's fiscal years. Immediately after the 180 calendar days for establishing final indirect cost rate for the last year of the contract, the contractor is allowed an additional 120 calendar days to submit a second final invoice.

Failure to comply with the time periods mentioned above may negatively impact a contractor's past effectiveness evaluation report and could affect future contract award decisions.

A closeout notification letter, documents and instructions will be provided by the Government 30 calendar days prior to the contract expiration.

SECTION I. CONTRACT CLAUSES AND PROVISIONS

I.1 52.252-2 -- CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.arnet.gov

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

CLAUSE	DATE	TITLE
52.202-1	(Oct-95)	Definitions
52.203-3	(Apr-84)	Gratuities
52.203-5	(Apr-84)	Covenant Against Contingent Fees
52.203-6	(Jul-95)	Restrictions on Subcontractors Sales to the Government
52.203-7	(Jul-95)	Anti-Kickback Procedures
52.203-8	(Jan-97)	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-10	(Jan-97)	Price or Fee Adjustment for Illegal or Improper Activity
52.203-12	(Jun-97)	Limitation on Payments to Influence Certain Federal Transactions
52.204-4	(Aug-00)	Printed or Copied Double-Sided on Recycled Paper
52.207-3	(Nov-91)	Right of First Refusal of Employment
52.208-9	(Mar-96)	Contractor Use of Mandatory Sources of Supply
52.209-6	(Jul-95)	Protecting the Government's Interest when Subcontracting with Contractor's Debarred, Suspended, or Proposed for Debarment
52.215-1	(May-01)	Instructions to Offerors-Competitive Acquisition.
52.215-2	(Jun-99)	Audit and Records-Negotiation
52.215-8	(Oct-97)	Order of Precedence-Uniform Contract Data
52.215-10	(Oct-97)	Price Reduction for Defective Cost or Pricing Data

52.215-11	(Oct-97)	Price Reduction for Defective Cost or Pricing Data-Modifications
52.215-12	(Oct-97)	Subcontractor Cost or Pricing Data
52.215-13	(Oct-97)	Subcontractor Cost or Pricing Data-Modifications
52.215-14	(Oct-97)	Integrity of Unit Prices
52.215-15	(Dec-98)	Pension Adjustment and Asset Reversions
52.215-18	(Oct-97)	Revision or Adjustment of Plans for Post Retirement Benefits (PRB) Other than Pensions
52.216-7	(Mar-00)	Allowable Cost and Payments
52.216-8	(Mar-97)	Fixed Fee
52.216-26	(Mar-00)	Payments of Allowable Costs Before Definitization
52.219-8	(Oct-00)	Utilization of Small Business Concerns
52.219-9	(Oct-00)	Small Business Subcontracting Plan
52.219-16	(Jan-99)	Liquidated Damages-Subcontracting Plan
52.219-23	(Oct-97)	Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns
52.222-1	(Feb-97)	Notice to the Government of Labor Disputes
52.222-2	(Jul-90)	Payment for Overtime Premiums
52.222-3	(Aug-96)	Convict Labor
52.222-4	(Sep-00)	Contract Work Hours and Safety Standards Act-Overtime Compensation
52.221-21	(Feb-99)	Prohibition of Segregated Facilities
52.222-26	(Feb-99)	Equal Opportunity
52.222-35	(Apr-98)	Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era
52.222-36	(Jun-98)	Affirmative Action for Workers with Disabilities
52.222-37	(Jan-99)	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era and Veterans of the Vietnam Era
52.223-4	(Oct-97)	Recovered Material Certification
52.223-5	(Apr-98)	Pollution Prevention and Right-to Know Information
52.223-6	(Jan-97)	Drug-Free Workplace
52.223-10	(Aug-00)	Waste reduction Program
52.223-14	(Oct-00)	Toxic Chemical Release Reporting

52.224-1	(Apr-84)	Privacy Act Notification
52.224-2	(Apr-84)	Privacy Act
52.225-1	(Feb-00)	Buy American Act-Balance of Payments Program-Supplies
52.225-2	(Feb-00)	Buy American Act-Balance of Payments Program-Certificate
52.225-13	(Jul-00)	Restrictions on Certain Foreign Purchases
52.227-1	(Jul-95)	Authorization and Consent
52.227-2	(Aug-96)	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-14	(Jun-87)	Rights in Data-General
52.228-7	(Mar-96)	Insurance-Liability to Third Persons
52.228-8	(May-99)	Liability and Insurance-Leased Motor Vehicles
52.230-2	(Apr-98)	Cost Accounting Standards
52.230-3	(Apr-98)	Disclosure and Consistency of Cost Accounting Practices
52.230-6	(Nov-99)	Administration of Cost Accounting Standards
52.232-9	(Apr-84)	Limitation on Withholding of Payments
52.232-17	(Jun-96)	Interest
52.232-18	(Jul-84)	Availability of Funds
52.232-22	(Apr-84)	Limitation of Funds
52.232-23	(Jan-86)	Assignment of Claims
52.232-25	(Jun-97)	Prompt Payment
52.232-33	(May-99)	Payment by Electronic Funds Transfer-Central Contractor Registration
52.232-34	(May-99)	Payment by Electronic Funds Transfer-Other than Central Contractor Registration
52.233-1	(Dec-98)	Disputes/Alternate I (Dec-91)
52.233-3	(Aug-96)	Protest after Award/Alternate I (Jun-85)
52.237-2	(Apr-84)	Protection of Government Buildings, Equipment, and Vegetation
52.237.3	(Jan-91)	Continuity of Services
52.242-1	(Apr-84)	Notice of Intent to Disallow Costs
52.242-3	(Oct-95)	Penalties for Unallowable Costs

52.242-4	(Jan-97)	Certification of Indirect Costs
52.242.13	(Jul-95)	Bankruptcy
52.243-2	(Aug-87)	Changes-Cost Reimbursement/Alternate I (Apr-84)
52.244-2	(Aug-98)	Subcontracts/Alternate II (Aug-98)
52.244-5	(Dec-96)	Competition in Subcontracting
52.245-1	(Apr-84))	Property Records
52.245-5	(Jan-86)	Government Property (Cost-Reimbursement, Time-and-Material or Labor-Hour Contracts)
52.246-25	(Feb-97)	Limitation of Liability-Services
52.249-6	(Sep-96)	Termination (Cost Reimbursement)
52.249-14	(Apr-84)	Excusable Days
52.251-1	(Jan-91)	Government Supply Sources
52.251-2	(Jan-91)	Interagency Fleet Management System Vehicles and Related Services
52.253-1	(Jan-91)	Computer Generated Forms

I.2 52.204-1--APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and shall not be binding until so approved.

I.3 52.215-19--NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

A. The Contractor shall make the following notifications in writing:

1. When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
2. The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

B. The Contractor shall --

1. Maintain current, accurate, and complete inventory records of assets and their costs;

2. Provide the ACO or designated representative ready access to the records upon request;
 3. Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 4. Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- C. The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

PART III. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**SECTION J. LIST OF ATTACHMENTS**

NUMBER	TITLE
J-1	Cost and Price Analysis Summary
J-2	Certificate of Current Cost or Pricing Data
J-3	Statement of Financial Capability
J-4	Financial Display By Year, ETA 2110 Format (Complete instructions for completion of this form can be found in the PRH, Chapter 5, Appendix 503)
J-5	Past Experience Confirmation Questionnaire
J-6	New Contractor Relevant/Transferrable Experience Matrix
J-7	Service Contract Act Wage Determination (State of <u>Texas</u>)
J-8	Staffing Chart
J-9	Performance Report Cards <ul style="list-style-type: none"> • OA OMS 10 – Outreach/Admissions Report Card
J-10	Regional Career Development Services System (CDSS) Plan
J-11	Government Property Listing
J-12	Job Corps Incentive Fee Plan (for information only)

ATTACHMENT J-1 (Page 1 of 4)

COST AND PRICE ANALYSIS SUMMARY		
Cost Category		1st Contract Year
1	Staff Salaries Excluding Fringe	\$
2	Fringe Benefits for Staff	\$
3	Staff Travel & Per Diem	\$
4	Consultants Costs	\$
5	Subcontract Costs	\$
6	Materials & Supplies	\$
7	Communications Costs	\$
8	All Other Direct Costs	\$
9	Total Estimated Direct Costs	\$
10	Overhead Costs (if applicable) (____%)	\$
11	General and Administrative Costs(____%)	\$
12	Total Estimated Indirect Costs (____%)	\$
13	Total Estimated Direct/Indirect Costs	\$
14	Fixed Fee	\$
15	Incentive Fee: NOT APPLICABLE	\$0
16	Total Estimated Cost Including Fixed Fee	\$

ATTACHMENT J-1 (Page 2 of 4)

FRINGE BENEFITS		%	1st Year Pay Base (a)	Fringe 1st Year (%*a)
1	Unemployment Insurance		\$	\$
2	FICA		\$	\$
3	Worker's Compensation		\$	\$
4	Health Insurance		\$	\$
5	Dental Insurance		\$	\$
6	Life Insurance		\$	\$
7	Retirement/Pension		\$	\$
8	Other (Specify)		\$	\$
9	Total Costs of Fringe Benefits			\$
ADDITIONAL INFORMATION				\$
10	Estimated Overtime/Holiday Premium Pay			\$
11	Estimated Night Differential			\$
12	Number of Staff Paid Holidays			#
13	Estimated Total Number Staff Vacation Days			#

ATTACHMENT J-1 (Page 3 of 4)

COST AND PRICE ANALYSIS SUMMARY					
Cost Category		1st OY	2nd OY	3rd OY	4th OY
1	Staff Salaries Excluding Fringe	\$	\$	\$	\$
2	Fringe Benefits for Staff	\$	\$	\$	\$
3	Staff Travel & Per Diem	\$	\$	\$	\$
4	Consultants Costs	\$	\$	\$	\$
5	Subcontract Costs	\$	\$	\$	\$
6	Materials & Supplies	\$	\$	\$	\$
7	Communications Costs	\$	\$	\$	\$
8	All Other Direct Costs	\$	\$	\$	\$
9	Total Estimated Direct Costs	\$	\$	\$	\$
10	Overhead Costs (if applicable) (____%)	\$	\$	\$	\$
11	General and Administrative Costs(____%)	\$	\$	\$	\$
12	Total Estimated Indirect Costs (____%)	\$	\$	\$	\$
13	Total Estimated Direct/Indirect Costs	\$	\$	\$	\$
14	Fixed Fee	\$	\$	\$	\$
15	Incentive Fee: Not Applicable	\$0	\$0	\$0	\$0
16	Total Estimated Cost Including Fixed & Incentive Fees	\$	\$	\$	\$

ATTACHMENT J-1 (Page 4 of 4)

FRINGE BENEFITS		%	OY1 Pay Base	Fringe OY 1	%	OY2 Pay Base	Fringe OY 2	%	OY3 Pay Base	Fringe OY 3	%	OY4 Pay Base	Fringe OY 4
1	Unemployment Insurance		\$	\$		\$	\$		\$	\$		\$	\$
2	FICA		\$	\$		\$	\$		\$	\$		\$	\$
3	Worker's Compensation		\$	\$		\$	\$		\$	\$		\$	\$
4	Health Insurance		\$	\$		\$	\$		\$	\$		\$	\$
5	Dental Insurance		\$	\$		\$	\$		\$	\$		\$	\$
6	Life Insurance		\$	\$		\$	\$		\$	\$		\$	\$
7	Retirement/Pension		\$	\$		\$	\$		\$	\$		\$	\$
8	Other (Specify)		\$	\$		\$	\$		\$	\$		\$	\$
9	Total Costs of Fringe Benefits			\$			\$			\$			\$
ADDITIONAL INFORMATION													
10	Estimated Overtime/ Holiday Premium Pay			\$			\$			\$			\$
11	Estimated Night Differential			\$			\$			\$			\$
12	Number of Staff Paid Holidays			#			#			#			#
13	Estimated Total Number Staff Vacation Days			#			#			#			#

ATTACHMENT J-2**CERTIFICATE OF CURRENT COST OR PRICING DATA**

This is to certify that, to the best of my knowledge and belief, the cost or pricing data (as defined in section 2.101 of the Federal Acquisition Regulation (FAR) and required under FAR subsection 15.403-4) submitted, either actually or by specific identification in writing, to the Contracting Officer or to the Contracting Officer's representative in support of _____* are accurate, complete, and current as of _____.**. This certification includes the cost or pricing data supporting any advance agreements and forward pricing rate agreements between the offeror and the Government that are part of the proposal.

Firm: _____

Name: _____
(SIGNATURE)

Title: _____

Date of Execution***: _____

* Identify the proposal, quotation, request for price adjustment, or other submission involved, giving the appropriate identifying number (e.g., RFP No.).

** Insert the day, month, and year when price negotiations were concluded and price agreement was reached.

*** Insert the day, month, and year of signing, which should be as close as practicable to the date when the price negotiations were concluded and the contract price was agreed to.

ATTACHMENT J-3 (page 1 of 2)

U.S. DEPARTMENT OF LABOR * Employment and Training <div style="border: 1px solid black; padding: 5px; margin: 10px auto; width: 300px;"> STATEMENT OF FINANCIAL CAPABILITY </div> <div style="text-align: center; margin-top: 20px;">=</div>		Attachment C <div style="border: 1px solid black; padding: 2px;">RFP NO.</div>									
<i>(Insert the Name and Complete Mailing Address of Offeror)</i>											
A. DATE LAST BALANCE WAS PREPARED <input type="checkbox"/> <input type="checkbox"/> PERIOD COVERED <i>(Month, Day, Year)</i> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">From</td> <td style="width: 50%; text-align: center; border-bottom: 1px solid black;">To</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> </tr> </table>	From	To			B. FINANCIAL CONDITION <div style="text-align: right; margin-bottom: 5px;"> <i>(As of Date)</i> _____ 19____ </div> (1) Cash _____ \$ _____ (2) Current Assets _____ \$ _____ (3) Current Liabilities _____ \$ _____ (4) Net Worth _____ \$ _____						
From	To										
C. DATE FISCAL YEAR ENDS <i>(Month, Day, Year)</i> <input type="checkbox"/>	D. FINANCIAL ARRANGEMENTS TO FACILITATE PERFORMANCE DURING INITIAL PHASE OF CONTRACT <i>("X" appropriate box(es))</i> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 40%; vertical-align: top;"> (1) Own Resources (2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete</i> <input type="checkbox"/> </td> <td style="width: 60%; vertical-align: top;"> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">a. Name of Bank(s):</td> <td style="width: 30%; border-bottom: 1px solid black;">b. Amount</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">\$ _____</td> </tr> </table> </td> </tr> <tr> <td style="border-bottom: 1px solid black;"> (3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No </td> <td colspan="2"></td> </tr> </table>		(1) Own Resources (2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete</i> <input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">a. Name of Bank(s):</td> <td style="width: 30%; border-bottom: 1px solid black;">b. Amount</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">\$ _____</td> </tr> </table>	a. Name of Bank(s):	b. Amount		\$ _____	(3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No		
(1) Own Resources (2) Bank credit <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If "YES" complete</i> <input type="checkbox"/>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 70%; border-bottom: 1px solid black;">a. Name of Bank(s):</td> <td style="width: 30%; border-bottom: 1px solid black;">b. Amount</td> </tr> <tr> <td style="border-bottom: 1px solid black;"></td> <td style="border-bottom: 1px solid black;">\$ _____</td> </tr> </table>	a. Name of Bank(s):	b. Amount		\$ _____						
a. Name of Bank(s):	b. Amount										
	\$ _____										
(3) Other <i>(If "YES", specify)</i> <input type="checkbox"/> Yes <input type="checkbox"/> No											
E. IF ADVANCE PAYMENT IS INDICATED UNDER D(3) ABOVE, COMPLETE THE FOLLOWING:-											
(1) Estimated Amount of Advance Payment \$ _____ for _____ months.	(2) The following advances from the Government are presently being received: <i>(Complete Columns "a" thru "e" below)</i>										
AGENCY'S NAME AND ADDRESS	PERIOD OF CONTRACT	CONTRACT NO.	AMOUNT OF ADVANCE	BANK AGREEMENT WITH							
(a)	(b)	(c)	(d)	(e)							

ETA 8554 (Mar. 1981)

ATTACHMENT J-3 (page 2 of 2)

F. THE FOLLOWING IS A LIST OF CURRENT CONTRACTS WITH THIS OR ANY OTHER GOVERNMENT AGENCIES.

(If additional space is needed, attach additional sheet(s))

AGENCY'S NAME, ADDRESS, AND TELEPHONE NO. (1)	CONTRACT NO. (2)	AMOUNT OF CONTRACT (3)	PERIOD OF CONTRACT (4)

G. IF OVERHEAD/INDIRECT COSTS ARE INCLUDED IN YOUR COST PROPOSAL, THE FOLLOWING DATA WILL BE FURNISHED.

(1) Name and Address(es) of Cognizant Government Audit Agency		(2) Name and Address of Government Auditor	
		Telephone Area Code No. < < ()	
(3) Date Last Rate was Computed and Negotiated _____ (Month, Day, Year)			
(4) If no government audit agency computed and authorized the rate claimed. Complete "a", "b", and "c" below.			
(a) How it is computed?	(b) Who?	(c) Date (Mo., Day, Yr.)	

ATTACH COMPUTATION DATA USED.

COMMENTS

CERTIFICATION: *I CERTIFY that to the best of my knowledge and belief the information contained herein is TRUE and CORRECT.*

SIGNATURE	TYPED NAME AND TITLE	DATE (Mo., Day, Yr.)
-----------	----------------------	----------------------

ATTACHMENT J-4

Financial Display by Year (ETA 2110 OA/CTS format)	1 st YEAR (TOTAL BASE)	1 st OPTION	2 nd OPTION	3 rd OPTION	4 th OPTION	TOTAL CONTRACT
OUTREACH/ADMISSIONS						
01 O/A Personnel Expense						
02 Staff Travel/Training Expense						
03 GSA Vehicle Rental Expense						
04 Facilities Expense						
05 Equipment Expense						
06 Media/Advertising Expense						
07 Indirect Administrative Expense						
08 Contractor Fee						
09 Other Expense						
10 TOTAL O/A EXPENSE (Lines 01-09)						
CAREER TRANSITION SERVICES:						
Not applicable						
11 CTS Personnel Expense						
12 Staff Travel/Training Expense						
13 GSA Rental Expense						
14 Facilities Expense						
15 Equipment Expense						
16 Media/Advertising Expense						
17 Indirect Administrative Expense						
18 Contractor Fixed Fee						
19 Contractor Incentive Fee						
20 Other Expense						
21 TOTAL CTS EXPENSE						
22 TOTAL OA/CTS EXPENSE						

ATTACHMENT J-5**Past Experience Confirmation Questionnaire**

To Whom it May Concern:

The _____ Company is currently responding to the Department of Labor RFP # JC-RIV-3-02 for the procurement of outreach/admissions services for the State of Texas.

The Department of Labor is placing increased emphasis in their procurements on past performance as a source selection factor. They are requiring that clients of entities responding to their solicitations be identified and their participation in the evaluation process be requested. Therefore, we are requesting that you provide the following information regarding our performance on the contract identified below. Please complete Sections B-G of this Questionnaire and return it directly to the address shown below no later than 1:00 p.m. (2/20/04).

ATTN: Contracting Officer
Office of Job Corps, Region IV
525 S. Griffin Street, Room 403 Federal Building
Dallas, Texas 75202

By my signature below, I authorize you to respond to any additional inquiries by the Department of Labor regarding our performance on the referenced contract.

(Signature) _____ (Date) _____

(Title) _____

A. Contract Identifying Information:	
Offeror:	
Project Title:	
Contracting Officer:	Phone No.
Project Manager:	Phone No.
Address:	FAX No.
Work Performance Period: _____ to _____	
Contract Value: \$ _____	
Brief Summary of Statement of Work:	

B. Outcomes vs. Goals:	
1. Were there measurable performance goals or outcomes associated with this contract? If yes, describe:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For the following questions, where applicable, check the adjectival rating which most closely represents your assessment of the contractor's performance: Exceptional, Very Good, Satisfactory, Marginal, Unacceptable</i>	
2. How effective was the contractor in achieving those outcomes?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
C. Cost Control: How well has the contractor:	
1. Performed all contracted services within the budget?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
2. Submitted complete and accurate financial reports and invoices?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
<ul style="list-style-type: none"> Has a draft or final audit report disclosed questioned or disallowed costs? If yes, indicate: <ul style="list-style-type: none"> a. period covered by audit b. disallowed or recommended for disallowance c. disallowed costs as a % of audited funds d. administrative findings 	<input type="checkbox"/> Yes <input type="checkbox"/> No
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Cost Control <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory

D. Timeliness of Performance: How well has the contractor:		
1. Completed contract requirements and submitted reports and schedules according to specified time frames?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
2. Responded to technical direction and requests in a timely manner?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Timeliness of Performance <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory	
E. Business Relations: To what extent has the contractor:		
1. Been pro-active in contract monitoring and review?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
2. Demonstrated a responsive and cooperative working relationship with the Contracting Officer and Project staff?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
3. Promptly notified the Contracting Officer of potential problems?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
4. Used effective approaches and provided technical expertise and resources to solve contract problems?	<input type="checkbox"/> Exceptional <input type="checkbox"/> Very Good <input type="checkbox"/> Satisfactory	<input type="checkbox"/> Marginal <input type="checkbox"/> Unacceptable
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Business Relations <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory	

F. Customer Satisfaction: To what extent has the contractor:	
<ul style="list-style-type: none"> • Been effective in tailoring the program to meet the needs of the customers? 	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
<ul style="list-style-type: none"> • Shown flexibility in operating the program to meet changing program needs and emphases? 	<input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
Comments: (Explain any ratings below Satisfactory)	Summary Adjectival Rating of Customer Satisfaction <input type="checkbox"/> Exceptional <input type="checkbox"/> Marginal <input type="checkbox"/> Very Good <input type="checkbox"/> Unacceptable <input type="checkbox"/> Satisfactory
Additional Comments:	
Name & Title of Individual Completing Information:	Phone No.

=====

(For Department of Labor Use Only)
SUMMARY PAST EXPERIENCE CONFIRMATION

B. Outcomes vs. Goals	
C. Cost Control	
D. Timeliness of Performance	
E. Business Relations	
F. Customer Satisfaction	

Verified by: _____ Date: _____

ATTACHMENT J-6**NEW CONTRACTOR RELEVANT/TRANSFERABLE EXPERIENCE MATRIX**

MAJOR JOB CORPS O/A PROGRAM ELEMENTS	RELEVANT/TRANSFERRABLE CONTRACTOR EXPERIENCE (List examples which are relevant/equivalent in content, scope and/or complexity to the requirements of this procurement)	CONTRACT SOURCE (List contract number(s))
Outreach (PRH Chapter 1)		
Admissions (PRH Chapter 1)		
Program Management & Administration (PRH Chapter 5)		

Attachment J-7

SERVICE CONTRACT ACT WAGE DETERMINATION
(Will be distributed at the pre-proposal conference)

Attachment J-8**STAFFING CHART**

OUTREACH & ADMISSIONS	NUMBER	REMARKS
OA Director		
OA Manager		
Admissions Counselor		
OA Clerk		
Total OA Personnel		

Attachment J-9

Job Corps Performance Reports

OAOMS 10 – Outreach and Admissions Report Card

(Will be distributed at the pre-proposal conference)

Attachment J-10

Regional Career Development Services System Plan

Is available at the following website: www.dallasregioncdss.org

Attachment J-11

Government Property Listing
(Will be distributed at the pre-proposal conference)

Attachment J-12

**PERFORMANCE BASED SERVICE CONTRACTING PLAN
OFFICE OF JOB CORPS**

Note: This attachment is included for information purposes only. It does not apply to this contract except as noted in bold in the first paragraph under item 1 below.

INTRODUCTION

Performance Based Service Contracting (PBSC) is an approach to procuring services using contract requirements described in objective terms with measurable outcomes, and relating the contractor's total payment directly to how well the contractor has met those requirements. PBSC is an outgrowth of the Government Performance Results Act, and, as such, focuses on specifying desired outcomes rather than on prescribing how the work is to be performed.

1. Contractor's Fee:

For Outreach/Admissions, the contractor will be paid a fixed fee. **The Government reserves the right to convert the Outreach/Admissions fixed fee to an incentive fee structure at the exercise of an upcoming option year.**

For Career Transition Services, the contractor's fee will be a combination of fixed and incentive fees. The contractor will be paid a base fixed fee, (lower than the customary fixed fee for the type of work). The remaining fee amounts will be used to establish a National incentive fee pool. The contractor will have the opportunity to earn additional fee (up to and above the customary level) based on achievement of Outcome Measurement System (OMS) goals within a performance range established by the government. Incentive fee will be paid from the National incentive pool.

In addition, the contractor will have an opportunity to earn a performance bonus for excellent performance as defined by the Director of Job Corps.

2. Establishing the Performance Range:

The performance range for each upcoming year will be established annually by the Director of Job Corps and will be based on the performance of all contracts on the Outcome Measurement System (OMS) Report Card for the preceding Program Year. The performance range will identify maximum and minimum payment points as follows:

Maximum: level at which the contractor receives the maximum available incentive fee payment.

Minimum: level below which the contractor receives no incentive fee payment

Incremental incentive fee payment points will be established for each level of OMS performance (to one decimal point) within the established performance range, i.e. incentive fee amounts will be established incrementally for 90.0%, 90.1%, 90.2%, etc.

To ensure that eventual costs to the government do not exceed budget availability, the performance range will be set so that there is a balanced distribution between higher and lower performers. Under this system, a contractor performing at an average level would receive a total fee (base + incentive fee) equating to the approximate current average contractor fee.

In order to motivate and reward excellence in performance, those contracts whose performance exceeds the top of the National Performance Range will be eligible to earn a Performance Excellence Bonus. The bonus will be awarded for performance up to 10 OMS points above the top of the National Performance Range.

Performance ranges may fluctuate from year to year based on performance history for the preceding year. Each contractor's performance will be evaluated based on the portion of the contract year that occurred during the Program Year for which the performance range was in effect.

3. Establishing Fee Levels:

Base Fixed Fee: As described in the RFP, each offeror will propose a base fixed fee for the contract that shall not exceed 4.32% of total direct + indirect costs. This equates to 75% of the current average fixed fee (5.76%) for all stand alone CTS contracts. Fee will be expressed in the resultant contract as a dollar amount rather than as a percentage.

Incentive Fee: Incentive fee payments will be earned by the contractor based on the level of achievement within the established National performance range. A range of incentive fee payments will be available with the maximum being 2.88% of total direct + indirect costs (or 2/3 the base fixed fee), and the minimum being \$0. Incentive fee amounts will be distributed in equal increments throughout the performance range. Incentive Fee will be expressed in the resultant contract as a dollar amount rather than as a percentage.

Performance Excellence Bonus: The amount of the Performance Excellence Bonus pool for the contract will be equal to 10% of the maximum total fee (base fixed fee + maximum incentive fee). The bonus pool will be distributed in equal incremental amounts throughout the bonus range.

4. Performance Evaluation Periods:

An Incentive Fee evaluation and fee payout reconciliation will be made annually for each contract at the end of the contract year.

5. Billing and Payment of Fees:

Base fixed fee will be billed in equal monthly or semi-monthly increments throughout the contract year.

Incentive fee will be billed in equal monthly or semi-monthly increments at the level equal to 1.44%, the level that would be earned for average performance.

Upon completion of the contract year, the Contracting Officer will evaluate the contractor's overall performance, determine the level of incentive fee actually earned by the contractor, and issue a bilateral contract modification to adjust (add or reduce) incentive fee to the level earned.

Performance Excellence Bonuses will be awarded at the end of the contract year, along with other incentive fees earned by the contractor.

6. Example:

The following example demonstrates the application of the Incentive Fee Plan to a new CTS award based on various OMS overall ratings. In the example, the period of performance for the contract year crosses the Program Year, and is, therefore, covered by 2 different performance ranges. For purposes of the example:

- Incremental payment points within a performance range are shown with no decimal places. In practice, payment increments will be established for OMS ratings to one decimal place.
- Sample performance ranges are shown. The actual performance ranges will be established for each PY based on the performance of all CTS contracts for the previous year.

Attachment J-12

NEW CTS AWARD

TOTAL DIRECT AND INDIRECT COST: \$1,000,000
 Period of Performance: 10/1/02-9/30/03
 Base Fixed Fee: \$43,200 (4.32%)
 Incentive Fee Pool: \$28,800 (2.88%)
 Total Base & Incentive Fee: \$72,000 (7.2%)
 Performance Excellence Bonus: \$7,200 (10% of Base + Incentive Fees)

Performance Ranges
 (Contract year crosses PY Performance Ranges)

PY 02				PY 03			
Overall OMS	Incentive Fee	Excellence Bonus	Bonus Fee	Overall OMS	Incentive Fee	Excellence Bonus	Bonus Fee
96	\$28,800	106	\$7,200	98	\$28,800	108	\$7,200
95	\$27,000	105	\$6,480	97	\$27,000	107	\$6,480
94	\$25,200	104	\$5,760	96	\$25,200	106	\$5,760
93	\$23,400	103	\$5,040	95	\$23,400	105	\$5,040
92	\$21,600	102	\$4,320	94	\$21,600	104	\$4,320
91	\$19,800	101	\$3,600	93	\$19,800	103	\$3,600
90	\$18,000	100	\$2,880	92	\$18,000	102	\$2,880
89	\$16,200	99	\$2,160	91	\$16,200	101	\$2,160
88	\$14,400	98	\$1,440	90	\$14,400	100	\$1,440
87	\$12,600	97	\$720	89	\$12,600	99	\$720
86	\$10,800	96	\$0	88	\$10,800	98	\$0
85	\$9,000			87	\$9,000		
84	\$7,200			86	\$7,200		
83	\$5,400			85	\$5,400		
82	\$3,600			84	\$3,600		
81	\$1,800			83	\$1,800		
80	\$0			82	\$0		

**Incentive Fee Payouts At Various Performance Levels (Prorated By PY)
(CTS Only)**

(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)
Base Fee	PY 02				PY 03				Contract Year	
	OMS Score	Incentive Fee Amount	Excellence Bonus	Incentive Fee + Bonus * 9/12	OMS Score	Incentive Fee Amount	Excellence Bonus	Incentive Fee + Bonus * 3/12	Total Incentive Fee + Bonus (e+i)	Total Fee (a+J)
\$43,200	82.0%	\$3,600	\$0	\$2,700	83.0%	\$1,800	\$0	\$450	\$3,150	\$46,350
\$43,200	88.0%	\$14,400	\$0	\$10,800	88.0%	\$10,800	\$0	\$2,700	\$13,500	\$56,700
\$43,200	95.0%	\$27,000	\$0	\$20,250	94.0%	\$21,600	\$0	\$5,400	\$25,650	\$68,850
\$43,200	105.0%	\$28,800	\$6,480	\$26,460	100.0%	\$28,800	\$1,440	\$7,560	\$34,020	\$77,220

PART IV. REPRESENTATIONS AND INSTRUCTIONS**K.1 52.203-11--CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)**

- A. The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- B. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 –
- (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- C. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 52.204-3--TAXPAYER IDENTIFICATION (OCT 1998)

- A. **Definitions – “Common parent,”** as used in this solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its

Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- B. All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- C. The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

D. Taxpayer Identification Number (TIN).

- ☐ TIN: _____.
- ☐ TIN has been applied for;
- ☐ TIN is not required because:
- ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- ☐ Offeror is an agency or instrumentality of a foreign government;
- ☐ Offeror is an agency or instrumentality of a Federal Government;
- ☐ Other. State basis. _____

E. Type of organization.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt):
- ☐ Corporate entity (tax-exempt):
- ☐ Government entity (Federal, State, or local);

- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other _____.

F. Common Parent

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
- ☐ Name and TIN of common parent:
 Name _____
 TIN _____

K.3 52.204-5--WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- A. **Definition**-Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- B. **Representation**-Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representation, of this solicitation. The offeror represents that it ☐ is a women-owned business concern.

K.4 52.209-5--CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (JAN 2001)

- A. The Offeror certifies, to the best of its knowledge and belief, that –

(i) *The Offeror and/or any of its Principals --*

- (1) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) Have ☐ have not ☐, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (3) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (A)(i)(2) of this provision; and

(ii)

- (1) The offeror, aside from the offenses enumerated in paragraphs A(i)(1), (2), and (3) of this provision, has ☐ has not ☐ within the past three-years, relative to tax, labor and employment, environmental, antitrust, or consumer protection laws-
 - (a) Been convicted of a Federal or State felony (or has any Federal or State felony indictments currently pending against them); or
 - (b) Had a Federal court judgment in a civil case brought by the United States rendered against them; or
 - (c) Had an adverse decision by a Federal administrative law judge, board, or commission indicating a willful violation of law.
- (2) If the offeror has responded affirmatively, the offeror shall provide additional information if requested by the Contracting Officer; and

(iii) ***The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.***

- (1) ***“Principals,”*** for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.
- (2) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (3) A certification that any of the items in paragraph A of this provision exists shall not necessarily result in withholding of an award under this solicitation. However, the certification shall be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.
- (4) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (5) The certification in paragraph A of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 52.219-1--SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)**A.**

- (1) The North American Industry Classification System (NAICS) code for this acquisition is 561990.
- (2) The small business size standard is \$6M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

B. Representations.

- (1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

C. Definitions. As used in this provision—***"Service-disabled veteran-owned small business concern"-***

- (1) Means a small business concern-
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including affiliates, that are independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph A of this provision.

"Veteran-owned small business concern" means a small business concern-

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

D. Notice.

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.6 52.222-22--PREVIOUS CONTRACTS AND COMPLIANCE REPORTS
(FEB 1999)**

The offeror represents that –

- A. It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- B. It ☐ has, ☐ has not filed all required compliance reports; and
- C. Representations indicating submission of required compliance reports, signed by proposed subcontractors, shall be obtained before subcontract awards.

K.7 52.222-25--AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that –

- A. It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- B. It ☐ has not previously had/ it ☐ has had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.8 52.223-13--CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING
(OCT 2000)**

- A. Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- B. By signing this offer, the offeror certifies that –
 - (1) As the owner or operator of facilities that shall be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror shall file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: ***[Check each block that is applicable.]***
 - (i) ☐ The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
 - (ii) ☐ The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

- (iii) ☐ The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- (iv) ☐ The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or
- (v) ☐ The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.9 52.230-1--COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by letters A through C.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

A. Disclosure Statement -- Cost Accounting Practices and Certification

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) ☐ *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.
(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

_____ The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) ☐ *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) ☐ *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) ☐ *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

B. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

****The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.***

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

C. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts. ☐ yes ☐ no

SECTION L. INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L.1 52.216-1--TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Cost Plus Fixed Fee** contract resulting from this solicitation.

L.2 52.252-1--SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer shall make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.arnet.gov
www.gsa.gov/forms/far

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) SOLICITATION PROVISIONS

PROVISION	DATE	TITLE
52.204-6	(Jun-99)	Data Universal Numbering Systems (DUNS)
52.215-1	(Feb-00)	Instructions to Offerors – Competitive
52.215-20	(Oct-97)	Requirements for Cost or Pricing Data of Information Other Than Cost or Pricing Data
The offeror shall submit cost and pricing data and supporting attachments prepared in the format outlined in Attachment “J-1” of this solicitation.		
52.222-24	(Feb-99)	Preaward Onsite Equal Opportunity Compliance Review
52.222-46	(Feb-93)	Evaluation of Compensation for Professional Employees
52.237-10	(Oct-97)	Identification of Uncompensated Overtime

L.3 52.233-2 SERVICE OF PROTEST (AUG 1996)

- A. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protest that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Contracting Officer
525 South Griffin Street, Room 403 Federal Building
Dallas, Texas 75202

- B. The copy of any protest shall be received in the office designated above within one day of filing a protest with GAO.

L.4 ADDITIONAL INSTRUCTIONS

- A. Standard Form 33 - Block 9 - Solicitation

Hand-delivered proposals must be delivered to the depository outlined in Block 9 prior to the time set forth in Block 9. Proposals delivered by commercial carrier shall be treated as hand-delivered proposals.

- B. Disposition of Proposals

One copy of each proposal and related supporting materials received shall be retained as part of the official procurement file. After award, extra copies of proposals and related materials shall be destroyed.

- C. Pre-Proposal Conference

All technical and contractual questions concerning this proposed procurement shall be answered at a Pre-Proposal Conference to be held on **January 13, 2004, at 9:30 p.m.** local time, at the **Adolphus Hotel** located at **1321 Commerce Street, Dallas, Texas 75202**. The hotel phone number is 214-742-8200.

Potential offerors are encouraged to submit questions in writing to the issuing office before the Pre-Proposal Conference is held in order to facilitate responses at the conference.

- D. Exchanges and Communication Restrictions

Exchanges and communication with any Government personnel concerning this RFP other than the cognizant negotiator named in Block 10 on SF 33, Face Page, may be considered as a basis for disqualification (except during the pre-proposal conference, if applicable).

E. Signature Requirements; Proposal Preparation Costs

The SF 33 Face Page of this solicitation and all other documents requiring signature must be signed by an official authorized to bind the offeror. This solicitation does not commit the Government to pay any costs incurred in the submission of proposals or for studies or designs for the preparation thereof, nor to contract for the article or services. It is also brought to your attention that the Contracting Officer is the only individual who can legally commit the government to the expenditure of funds in connection with this procurement.

F. Reference Material

The Policy and Requirements Handbook can be downloaded from the Job Corps web site at <http://icweb.jobcorps.org:7108/documents/docu.htm>. Copies of the Job Corps regulations and 48 CFR Chapters 1 and 29 are available through the Government Printing Office.

L.5 SUBMISSION OF PROPOSALS**A. General**

The government will use a two-step process for submission of proposals. Initial proposals will be submitted in written format, as described below. In accordance with FAR 52.215-1, award may be made on the basis of initial proposals.

In the event that the government determines that discussions with offerors are necessary, a competitive range will be established. Offerors determined to be within the competitive range will be required to make an oral presentation, as described in Section L.5.C, below.

Initial Proposal Submission

Proposals submitted in response to this RFP shall include a transmittal letter and the sections listed below. The transmittal letter shall identify the solicitation number, the name of the firm submitting the proposal, the proposal sections and any other materials that are attached.

PART	SECTION	FORMAT	PAGE LIMIT	Copies
1	Technical Proposal	Written	20	4
2	Staff Resources Proposal	Written	10	4
3	Past Performance and Experience	Written	5	4
4	Cost Justification –Business Management Proposal	Written	No Limit	4
5	Transition/Phase-out	Written	No Limit	2

Offerors are cautioned that they must not exceed the page limits cited above. Proposals submitted in excess of the prescribed page limits shall be considered non-responsive, and shall be removed from consideration.

Sections of the proposal shall be separately bound and submitted in the format indicated in the Specific Instructions, below. Written sections of the proposal shall be submitted as follows:

- a. Page Size: 8 ½ x 11" with at least 1" margins on all sides
- b. Type Size: 12 pitch or larger
- c. Page Numbering: Pages consecutively numbered within each section
- d. Page Count: Title pages, tables of contents, and section dividers not included in count
- e. Format: Two-column format is allowable

Unnecessarily elaborate proposals, brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, letters of commendation, expensive paper and bindings, and expensive visual and other presentations are neither necessary nor wanted. Additionally, copies of Job Corps provided materials, copies of newsletters or magazines, copies of certificates or awards, are not needed. The requirements of the solicitation are identified below and incorporate the Job Corps Policy and Requirements Handbook (PRH) and Job Corps Regulations.

The Office of Job Corps takes seriously the intent of the Procurement Integrity and Ethics statutes. Any proposal found to be copied from a potential competitor is subject to disqualification.

B. Specific Instructions – Step One: Initial Proposal

1. Technical Proposal

The Technical Proposal shall:

- Not make reference to cost;
- Describe how the offeror will address the specific questions listed below in the context of the State's eligible population, geographic location and the local and regional labor market;
- Be presented in the order listed below;
- Be evaluated based on criteria shown in Section M.

A recitation of the regulatory or PRH requirements is not necessary, as these requirements are set forth in existing documents. Procedural approaches shall be incorporated into the proposal to the extent that they are necessary to describe how the offeror intends to meet the required outcomes and quality indicators specified in the PRH.

The Technical Proposal shall consist of responses to the following specific questions only. (The offeror is not expected to respond to all of the requirements delineated in the Statement of Work, Section C.) The responses shall demonstrate the offeror's understanding of the work and how the offeror's approach will meet the required outcomes and quality indicators specified in the PRH. The questions and responses shall be presented in the order shown below.

a. Outreach/Admissions (☒ applicable ☐ not applicable)

Outreach:

By responding to the following questions, describe your outreach, marketing and public education plan to maintain a positive public image, develop strong community partnerships and attract suitable applicants.

- 1) What methods will you use to market Job Corps to promote a positive public image for the program?
- 2) What specific outreach techniques will you use to attract and recruit eligible applicants?
- 3) How will you establish and maintain mutually beneficial partnerships with communities, organizations, employers and State and local workforce development systems?

Admissions Program Design

By responding to the following questions, describe your methods and techniques to qualify and enroll sufficient applicants and support student retention at assigned centers.

- 1) How will you organize and deploy resources to ensure effective coverage of the geographic area covered by the contract?
- 2) What methods and procedures will you use to ensure applicant eligibility and suitability for program participation?
- 3) What methods will you use to prepare applicants for successful enrollment?

- 4) How will you introduce and make use of the PCDP in the admissions process?
- 5) What methods will you use to ensure applicant commitment to and retention in Job Corps?
- 6) What systems and procedures will you use to ensure achievement of arrival goals?

b. Career Transition Period (☐ applicable ☒ **not applicable**)

2. Staff Resources Proposal

a. Content:

The Staff Resources Proposal shall consist of the following:

- 1) A detailed organization chart that shows all staff working on the project. Include any subcontracted staff.
- 2) Position descriptions for each type of position to be employed on the contract.
- 3) Resume of proposed Project Director. The resume shall include information on the nominee's educational and training accomplishments as well as past work and other relevant experience, including any special accomplishments and skills. The Government reserves the right, to require offeror certification as to the availability of the designated Project Director. Failure to do so, or information received contrary to the certification, will be reflected in the final evaluation.
- 4) A narrative detailing what efforts the contractor will make to develop, retain and reward staff. Include what specific incentives will be provided and how these may be earned. In addition, include what specific positions will be eligible for an incentive payment, timetable for such payment, and whether or not such payments will be charged to this contract.

b. Format:

The page limitation for this section excludes the resumes and position descriptions.

3. Past Performance and Experience

a. Definitions

For purposes of this section of the procurement, the following definitions apply:

- 1) New Firms: an organization that has not operated a Job Corps Outreach/Admissions contract as the prime contractor within the past three (3) years. New firms include, but are not limited to, firms that have never had a contract with Job Corps, subcontractors on any Job Corps contract, organizations whose principals individually possess Job Corps experience, and/or an organization which has held a contract to provide other Job Corps related services.
- 2) Experienced Job Corps OA Contractor: an organization that currently holds one or more prime contracts for Job Corps Outreach/Admissions or has held such a contract within the past 3 years.

b. Submission Requirements

- 1) All offerors (both new and experienced) must provide a list of contracts (including contract numbers) and programs that they currently operate or have operated within the past three years.
- 2) Experienced Contractors may submit up to 5 pages of information for consideration by the Contracting Officer, which describes problems encountered and corrective actions taken on contracts within the past 3 years.
- 3) New Firms: For purposes of this solicitation, new firms as defined above, should submit the information described below, regarding work performed by the current organization, its key personnel, as a subcontractor, or as part of a team or joint venture.
 - (a) Each offeror shall send a copy of the Past Experience Confirmation Questionnaire (See Section J) to each organization, including agencies of State and Local governments and commercial customers, with whom, the offeror has had a contract within the last three years. Offerors need not request Past Experience information for any current contract performed for less than 6 months prior to the proposal submission date.
 - (b) The offeror shall instruct the respondent of the Questionnaire to forward the completed questionnaire to the address identified on the face sheet of the Past Experience Confirmation Questionnaire.
 - (c) The offeror will prepare and submit a Relevant/Transferable Skills Matrix (See Section J). The matrix should be prepared in such a manner as to allow for the matching and evaluation of the relevant and transferable skills identified on the offeror's list of contracts (see B1 above).

These documents shall be used to assess and evaluate the offeror's skills and experiences that are relevant/transferable to the scope, complexity and content of the requirements of the Job Corps procurement.

4. Cost Justification - Business Management Proposal (BMP)

Costs shall be mentioned only in the BMP and Transition/Phase-out proposals and nowhere else. **The offeror's cost justification shall consist of the following and in the order stated.** (Sample forms and attachments are shown in Section J.)

In addition to the written cost justification, offerors **MUST** provide the following on 3.5" floppy disk using EXCEL 2000 or earlier version for spreadsheets:

- Section B data
- Form 2110 (Attachment J-4)
- Staffing Chart (Attachment J-8) & Offeror's Salary Table with related Positions
- Estimated Cost and Fixed Fee table (G.1.A.)
- Allowable Costs data (G.1.C.1.)
- Estimated Cost and Fixed Fee table for Option Years (G.4)

Content

1. Business Management Data

- (a) A completed Standard Form 33, Solicitation, Offer and Award
- (b) All Representations and Certifications required in Section K of this RFP
- (c) Certificate of Current Cost or Pricing Data
- (d) Statement of Financial Capability (ETA 8554)
- (e) A copy of the offeror's Indirect Cost Negotiation Agreement from the cognizant federal agency.
- (f) An Accounting System Certification, which is a statement certifying that the offeror has an established accounting system with internal controls adequate to safeguard their assets, check the accuracy and reliability of the accounting data, promote operating efficiency, and permit compliance with Government requirements and accounting procedures with respect to cost-reimbursement type contracts. The statement shall be executed by an accountant who is independent and is either a certified or duly licensed public accountant. A certification must be supplied by all offerors, including those for whom Cost Accounting Standards are not applicable.
- (g) Explanation of corporate services to support General & Administrative expense. ***(Describe the experience and qualifications of corporate staff who will provide oversight).***

2. Staff Salary Structure and Compensation Plan

(a) Total Compensation Plan

This plan shall include a description of salaries and fringe benefits, and any bonuses, monetary awards, and other contingent payment plans for all staff charged directly to this contract. The narrative must explain the policy under which these payments will be dispersed.

Offerors shall justify proposed salary levels using prevailing pay rate data from the local labor market.

Offerors may propose adjustments to staff compensation expense due to vacancy savings, overtime expense, night differentials, holiday differentials and so forth.

(b) Staff Salary Structure

This shall include a description of the offeror's salary grade structure including positions in each grade, and annual salary ranges for each grade level.

(c) Staffing Chart

The offeror shall include a completed Staffing Chart that will indicate the number of staff for each function. (Attachment J-8, which shall also be included in the Staff Resources Proposal)

3. Cost and Price Analysis Summary

4. Narrative Cost Detail

- (a) An ETA 2110 OA/CTS Financial Display by Year, which shall be used as a recapitulation sheet for the ETA 2110 OA/CTS for one base year and four option years.
- (b) A narrative justification for each line item of the ETA 2110 OA/CTS for the one base year. Include all explanatory narratives and calculations showing how costs are determined.

Provide narrative justification for each line item showing how the labor, material, travel, subcontractors, and other costs outlined on the ETA 2110 OA/CTS were determined. Cost justifications based solely on historical data will be considered insufficient to support cost proposals.

Include the backup data to support the type of labor and estimated numbers of staff within each labor category.

Under those ETA 2110 line items relating to staff costs, show your computations in the following vertical columns: (1) position title; (2) number of positions in terms of full-time equivalents (FTEs); (3) range of annual salaries/wages for the position title; (4) average direct annual salary/wages on a per FTE basis (5) average benefits and other indirect employee compensation costs on a per FTE basis; (6) total employee compensation cost to the contract for each position title, which should equal col 2 x col 4 + col 2 x col 5.

For Outreach/Admissions, the contractor shall propose a fixed fee.

Include a breakdown of the amount estimated for travel, including destination, duration, purpose and cost (per diem and transportation).

Include backup data to support the estimated amount of material and subcontracting (if applicable), including description of materials to be procured, basis for proposed subcontract, and amounts proposed.

Subcontract information shall contain the list of names and addresses of any proposed subcontractors or consultants the offeror intends to use in the performance of the contract. Include the following information about subcontractors in excess of \$25,000:

- Has the subcontractor submitted a cost proposal?
- Will the subcontractor be able to start performance at the beginning of the contract period?
- What is the total cost of each subcontract?
- What experience does the subcontractor have in this technical area?
- What services (skills) shall the subcontractor provide?

5. Option Extension Information

The Business Management Proposal shall include estimated costs, including G&A, overhead and fixed fee for four 1-year extensions of this contract. The Government shall have the unilateral right to exercise options to extend the contract for additional year(s) pursuant to Clauses 52.217-08 and -09 of the Schedule, "Option to Extend." Such extensions shall herein after be referred to as "options."

The offerors will explain how the costs for each option year were estimated. A budget for each option year will be submitted on an ETA 2110 OA/CTS. The contractor understands that the estimated costs for operating the Job Corps outreach/admissions program in each of the option years will be based on the agreed-to budget for ongoing expense in the preceding year, with an appropriate adjustment for price inflation using the same inflationary factor that is reflected in the Congressional Job Corps appropriation for the budget or program year in which the option year begins. The amounts proposed in the Option Years are therefore considered provisional. For the purposes of this RFP, the inflationary rate used in projecting costs shall be **2.1%**.

5. Transition/Phase-out Proposal

Incumbents shall submit a Phase-Out Proposal and new offerors shall submit a Transition Proposal. Narrative and cost justification shall be bound together in the Transition/Phase-Out Proposal.

The Government recognizes that the offeror will take over an existing Job Corps outreach/admissions operation as negotiated. The incoming contractor will have a

transition period in which to become familiar with the presently operating OA program, as well as time to interview and hire staff necessary to operate the program.

The offeror will be required to take over complete operation of the program with the start of performance under the resultant contract. The transition period begins no less than 30 days prior to that date and will be negotiated as a separate statement of work. Accordingly, the offeror should submit a separate proposal outlining in detail their transition plan. Included will be the period of time required for each action, staff requirements, and major steps to be accomplished during the transition period. It is the intent of the Government to have an orderly operation during the last 30 days of the incumbent's contract (see Clause 52.237-3, Continuity of Service). Therefore, the incumbent contractor will be allowed only the normal costs of operating the program for the final month of the contract. The incumbent's administrative activities required to orient the incoming contractor will be an allowable direct cost. It is the Government's expectation that the outgoing contractor will use persons already included in its organizational indirect cost package for such activities as inventory comparison checks with the new contractor and final billings comparison checks with the new contractor and final billings after contract expiration. The allowable cost for Phase-Out will be limited to unused and unpaid leave for which cost accrual has not been made and if applicable, severance pay and relocation in accordance with personnel policies approved for this contract by the Contracting Officer and any other costs determined to be reasonable by the Contracting Officer.

There will be only one operating contractor responsible for the program's operation at any given time. Transition preparations shall not cause any unreasonable interference with the departing contractor's operation. When the new contractor begins operations, the former contractor will not cause any unreasonable interference with the new operator's program.

C. Specific Instructions – Step 2: Oral Presentation:

(Limited to those offerors determined to be within the competitive range)

Only those offerors determined to be within the competitive range will be requested to make an oral presentation as part of the oral discussion process and in accordance with the procedures detailed below. The anticipated dates for oral presentations/discussions to begin will be **March 30, 2004**. Offerors within the competitive range will be notified no later than 3 weeks prior to the dates scheduled for oral presentations.

The oral presentation shall be used by the Government in its evaluation and selection of the awardee. The oral presentation shall be in the form of a briefing to explain, in detail, the offeror's management capability and understanding of the work. No price information shall be included in the oral presentation.

The oral presentation shall be held as part of oral discussions with the offeror. The Contracting Officer or designated panel members may ask questions or raise concerns for discussion following the presentation.

Evaluation criteria are shown in Section M.

1. Content

The oral proposal shall consist of responses to the following questions only. The questions shall be addressed in the order shown below.

Management Capability and Understanding of the Work:

- a. What challenges do you anticipate for the operation of the contract and what strategies do you propose to address those challenges?
- b. What aspects of your proposal or your corporation, including services and resources, do you feel would make your efforts particularly effective in providing quality services under this contract?

2. Format

The oral presentation shall be presented by the offeror to the Government's evaluation panel using the procedures shown below:

a. Form of Presentation

Offerors must make their presentation to the Government in person. Submissions of videotape or other forms of media will not be accepted in lieu of the oral presentation. Equipment available for the presentation, furnished by the Government, will be an overhead projector, TV monitor and VCR and

may be provided upon written request. Other needed equipment must be approved by the Government and furnished by the offeror. Such requests for approval shall be made to the Contracting Officer no later than five (5) working days before the scheduled presentation. The conference room will be available for review prior to the presentation by appointment only. Contact for an appointment. The room will be available for equipment setup one (1) hour prior to the presentation.

b. Scheduling

Once the Contracting Officer has set the competitive range, each offeror within the range will be provided a date, time and location for their oral discussions which shall include the oral presentation to be given to the Government. The order in which offerors will make their presentations will be determined by drawing of lots. Once notified, the offeror must make its presentation at the required date and time. Requests to be rescheduled will not be entertained unless exigencies make the attendance of the offeror virtually impossible. The Government retains the sole right to reschedule oral discussions and presentations. The anticipated date for oral discussions/presentations to begin is **March 30, 2004**.

c. Offeror's Presentation Team

Only members of the offeror's staff and any staff proposed to work on the contract by that offeror may participate in the presentation. Offerors are encouraged to make the proposed Project Director a part of the team. Offerors may have no more than five (5) personnel on their presentation team

d. Time Allowed

It is the offeror's responsibility to comply with time guidelines. Extensions will not be available.

Each offeror will have a maximum of one (1) hour in which to make its presentation. The time limit will start upon the Government's direction to begin.

Following the presentation, the government will caucus to identify any concerns or questions and shall give the offeror an opportunity to respond to conclude the oral presentation.

e. Oral Discussions

After completion of the presentation, the Contracting Officer or designated panel members may ask questions of clarification or raise points for discussion regarding the presentation. Such discussions shall not exceed (1) hour.

Following discussions regarding the oral presentation, the government will discuss its concerns regarding the offeror's initial proposal submission. At that time, the offeror will be provided with a written list of concerns and a specified period of time during which to prepare and submit a written Final Proposal Revision addressing the government's concerns.

f. Documentation of Oral Presentation

The offerors must present a listing of the names, firms and position titles of all presenters at the time of the presentation. At the beginning of the presentation Offerors must furnish **7** copies of any material presented visually at the oral presentation (transparencies or visual equivalent, must be presented on plain paper). Visuals used may include only content covered in the oral presentation, and shall not be used as a method of providing additional written content not addressed orally. These **will not be returned to the offeror.** The Government will videotape the presentation and use these recordings during evaluation of the oral presentation. The offerors may not record their own presentations. Any recording of an offeror made by the Government will be furnished to that offeror, as soon as possible, following the presentation. Recordings will be disposed of in the manner of the remainder of the proposal. Written materials will be destroyed by the Regional office or retained as appropriate.

SECTION M. EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF PROPOSALS AND SELECTION FOR AWARD****Procurement Review Panel**

Proposals shall be reviewed by a panel of specialists. Each panelist shall evaluate the proposals for acceptability with emphasis on the various specific evaluation categories enumerated in this Section (M). The Government may award a contract on the basis of initial proposals received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

A. Evaluation Categories**Step 1: Initial Submissions:**

All initial submissions except for the Transition Proposal will be evaluated based on the following points:

<u>Section</u>	<u>Contents</u>	<u>Points Possible</u>
1	Technical Proposal	45
2	Staffing Resources Proposal	20
3	Past Performance and Experience	25
4	Cost Justification	10
5	Transition/Phase –Out Proposal	0
TOTAL MAXIMUM POSSIBLE POINTS		100

Step 2: Oral Presentation:

Oral presentations delivered by offerors determined to be in the competitive range will be evaluated based on the following points:

Section	Points Possible
Management Approach	20
Maximum Possible Points (Steps 1 and 2)	120

B. Evaluation Criteria

1. Technical Proposal and Oral Presentation:

a. Criteria

Each Technical Proposal and Oral Presentation shall be evaluated against the criteria detailed below.

- (1) To what extent are the systems, procedures and approaches proposed clear, complete, concrete, and consistent with the Job Corps mission and policies?
- (2) How effectively does the offeror's proposal recognize and tailor the programs to operate in the context of the State's eligible population, and the local and regional labor market and any other data provided by the Contracting Officer?
- (3) How effective is the proposal in offering feasible strategies and methods to ensure the achievement of Job Corps' specified outcomes and quality indicators?

b. Weights

Evaluation points assigned to each part indicate the degree of importance that has been assigned to each area. Offerors should keep this in mind when addressing the content.

STEP 1: INITIAL PROPOSAL

<u>Maximum Points Grid</u>	Clear, Concrete, Consistent with Mission & Policies	Tailored to Local Conditions	Effective to meet performance outcomes and quality indicators	Totals
Outreach/ Admissions	10	20	15	45

STEP 2: ORAL PRESENTATION
(for offerors in the competitive range only)

<u>Maximum Points</u> <u>Grid</u>	Clear, Concrete, Consistent with Mission & Policies	Tailored to Local Needs	Effective to meet performance outcomes and quality indicators	Total
Management Approach	5	10	5	20

2. Staff Resources Proposals (20 points)

a. Criteria

Each offeror's Staff Resources Proposal will be evaluated to determine:

- ☐ the level and adequacy of staffing proposed to deliver the program
- ☐ the qualifications proposed in relation to the duties described in the offeror's position descriptions
- ☐ the credentials, experience and accomplishments of the proposed Project Director
- ☐ the Project Director candidate's demonstrated level of commitment to work on the contract,
- ☐ the appropriateness and adequacy of the staff development, retention and incentives.

b. Weights

Evaluation points assigned to each part indicate the degree of importance that has been assigned to each area.

Criteria	Maximum Points
Level & adequacy of staffing	6
Staff qualifications	5
Project Director's credentials	3
Project Director's commitment	2
Staff development, retention & incentives	4
Total Possible Points	20

3. Past Performance and Experience (25 points)

For purposes of this procurement, the Government will consider Past Performance and Experience information for the offeror or entity proposed as the prime contractor. Past performance and experience of proposed subcontractors will not be evaluated under this criteria.

a. New Firms:

For purposes of this procurement, in addition to the information provided by the offeror in response to Section L, the Government will consider information received from other governmental and non-governmental sources.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The contractor's references will assist in collecting this information. References other than those identified by the offeror, may be used by the Government. All such information may be used in the evaluation of the offeror's past performance.

The Government reserves the right not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

Past Performance and Experience will be evaluated using the criteria, point distribution and sources shown below:

Criteria:	Relevant Experience	Past Effectiveness
Possible Points:	20	5
Source:	Relevant/Transferable Experience Matrix	Past Experience Confirmation Questionnaire

b. New Firms: (Job Corps Center Operators and/or Career Transition Service Providers)

In addition to the information provided by the offeror in response to Section L, the Government will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to the offeror's Center automated past effectiveness report(s) and the past effectiveness report(s) received from other Job Corps offices.

The Government will focus on information that demonstrates quality of performance relative to the size and complexity of the procurement under consideration. The

contractor's references identified in this section will assist in collecting this information. References other than those identified by the offeror may be used by the Government. All such information may be used in the evaluations of the offeror's past performance.

Past Performance and Experience will be evaluated using the criteria, point distribution and sources shown below:

Criteria:	Relevant Experience	Past Effectiveness
Possible Points:	20	5
Source:	Relevant/Transferrable Experience Matrix, Automated Center Score	Past Experience Confirmation Questionnaire, Contractor Past Experience Report

c. New Firms (Without Relevant Experience)

A firm without a record of relevant past experience shall receive a neutral rating of 12.5 points.

d. Experienced Job Corps Outreach/Admissions operators.

Past Performance will be evaluated using the criteria, point distribution and sources shown below:

Criteria:	Past Performance	Effectiveness
Possible Points:	20	5
Source:	Automated Past Effectiveness Report	Contractor Past Effectiveness Reports, Contractor's Submission

The Past Effectiveness rating for an experienced Job Corps OA operator is based on a combination of the Job Corps Automated Past Effectiveness Report (20 points) and Additional Information (5 points) at the discretion of the Contracting Officer.

(1) Automated Past Effectiveness Report (20 points)

Each OA contractor will receive an automated past effectiveness score. Contracts encompassing only OA will receive points only for that function. Contracts which include OA&CTS will receive points based on the combined functions. The OA and CTS Automated Past Effectiveness Reports will be generated automatically by the Job Corps Data Center quarterly.

FURTHER, in the event that the offeror is the incumbent contractor for the OA being procured, the offeror will be evaluated using the weighted incumbent score.

For example, if contract A is being procured and the incumbent contractor is XYZ Corp. To determine XYZ's past effectiveness score for that contract, the number shown in the Incumbent Rating column of the Automated Past Effectiveness Report will be used.

(2) Additional Information (5 points)

In assigning these points, the Contracting Officer will consider such additional information as may provide further insight on the offeror's past experience and performance, and how such experience demonstrates the offeror's ability to perform the contract, including but not limited to, past effectiveness reports received from other Job Corps Offices and other Federal Agencies, and the information submitted by the contractor.

The Government reserves the right not to contact all of the references provided by the offeror. Names of individuals providing reference information about an offeror's past performance shall not be disclosed.

4. Cost Justification - Business Management Proposal (10 points)

The offeror shall submit a Business Management Proposal that shall show all costs proposed to fulfill the requirements of the solicitation. The Cost Proposal evaluation is a technical assessment of whether the costs proposed support the offeror's technical proposal. It is not an evaluation of the total estimated cost.

Proposals shall be evaluated on the extent to which the allocation and supporting explanation of costs shown in the proposed contract budget assure a reasonable and prudent expenditure of Federal funds in the performance of this contract, and within the requirements of the program.

In evaluating the Cost Proposal category, the Government shall not weigh cost against technical merit, but shall evaluate the credibility and reasonableness of the cost proposal relative to the technical proposal. The cost must be realistic in relation to the services offered. The Estimated Cost itself shall not be scored.

In evaluating the Cost Proposal, the Government shall take the following factors into consideration:

- a. Adherence to RFP requirements.
- b. Explanation and support of all costs proposed: wages, benefits, utilities, services, supplies, etc.

- c. Explanation and support of G&A costs. G&A costs should be supported by a full description of services to be provided to the Center by corporate support staff. The Business Management Proposal may propose a G&A ceiling rate higher or lower than the approved provisional rate. The proposed rate, if accepted, shall become the ceiling for the entire contract period, including option years. Offerors must calculate G&A Expense at the proposed G&A ceiling rate.
- d. Consistency of costs with technical proposal. Mathematical errors, incompleteness of data, improper line item designations, etc., shall be discussed with the offerors in the competitive range, if necessary.
- e. Total compensation plan for all employees

The Government shall evaluate the Total Compensation plan to ensure that this compensation reflects a sound management approach and an understanding of the requirements to be performed. It shall include an assessment of the offeror's ability to provide uninterrupted work of high quality. The total compensation proposed shall be evaluated in terms of enhancing recruitment and retention of personnel and its realism and consistency with a total plan for compensation (both salaries and fringe benefits). Therefore, the cost justification evaluation category shall include an assessment of the Total Compensation Plan.

- (1) In establishing compensation levels for all employees, the total compensation (both salaries, fringe benefits, bonuses, or monetary awards to employees) proposed shall reflect a clear understanding of the requirements of the work to be accomplished and the suitability of the proposed compensation structure to obtain and retain qualified personnel. The salary rates or ranges must recognize the distinct differences in skills and the complexity of varied disciplines as well as job difficulty. Proposals offering total compensation levels less than currently being paid by the predecessor contractor for the same work shall be evaluated on the basis of maintaining program continuity, uninterrupted work of high quality, and availability of required competent employees. Offerors are cautioned that instances of lowered compensation for essentially the same work may be considered a lack of sound management judgment in addition to indicating a lack of understanding of the complexity of the requirements.
- (2) Proposals which are unrealistically low or do not reflect a reasonable relationship of compensation to the job categories so as to impair the contractor's ability to recruit and retain competent employees may be viewed as reflecting a failure to comprehend the complexity of the contract requirements. The Government is concerned with the quality

and stability of the work force to be employed on this contract. The compensation data required shall be used in evaluation of the offeror's understanding of the contract requirements.

An assessment of the potential for adverse effect upon performance and maintenance of the required number of employees with requisite skills resulting from an unrealistically low compensation structure shall also be made.

5. Transition/Phase-out Proposal (0 points)

Although no points are assigned to this portion of the submission, all offerors, with the exception of the incumbent, are required to submit a transition proposal. The incumbent shall submit a phase-out proposal.

Transition proposals shall be evaluated to determine the following:

- a. To what extent does the offeror's plan display knowledge of the scope of tasks to be accomplished in transition?
- b. How effective is the offeror in proposing complete and concrete plans and procedures to effect an orderly transition of the outreach/admissions functions?
- c. To what extent are the corporate resources/staffing proposed adequate to complete the scope of tasks outlined in the transition plan?

M.2 SUPPLEMENTAL INFORMATION

The following information is presented to further assist offerors in responding to this RFP, as well as to provide information regarding how the Government shall make the award decision.

A. Notice on Key Personnel

Offerors shall list all proposed key personnel and shall indicate whether these persons are currently being proposed as key personnel for any other projects. Offerors who are bidding on more than one contract may propose a single individual for positions on both contracts. This simultaneous bidding of key personnel shall not be considered negatively in the evaluation of proposals. However, offerors must notify the Contracting Officer in writing of any change in the availability of proposed key personnel when the change in status occurs, at any point in the procurement process.

Prior to award of a contract the Government shall ask the successful offeror to verify the availability of all named Key Personnel. If for any reason, the named Key Personnel shall not be assigned to this project, the offeror may submit the name and qualifications

of one or more proposed replacements. If, in the opinion of the Contracting Officer, a person proposed as a replacement is of substantially equivalent qualifications, award may still be made to the offeror. If proposed replacements are not equivalent, the Contracting Officer may find the offeror non-responsible. The Contracting Officer may then award the contract to another offeror or reopen negotiations with all offerors.

B. Competitive Range

In instances where more than one proposal is found acceptable, the Contracting Officer shall establish a competitive range in accordance with FAR 15.306. The competitive range shall consist of proposals which, based upon review panel scores, are grouped at more or less the same level and are competitive with one another. The limit of what constitutes the competitive range in a particular case is a judgement matter for determination by the Contracting Officer.

In accordance with FAR Subpart 15.3, the Contracting Officer may limit the number of offerors in the competitive range to the number that will permit an efficient competition among the most highly rated proposals.

C. Discussions – Oral Presentations - Final Proposal Revisions

Discussions will be held with all offerors who submit/present proposals determined to be within the competitive range. However, in some instances, award may be made on the basis of initial proposals received (52.215-1). If discussions are conducted, offerors shall be required to make an oral presentation and shall be given an opportunity to submit such costs, technical, or other revisions in their proposals as may result from the discussions. All such offerors shall be informed in writing of the closing of negotiations and the common due date for receipt of final proposal revisions. Technical revisions will be in writing as a response to the Government's written concerns. The Final Proposal Revision shall be limited to responses to the government's concerns. The Cost Justification proposal shall be revised to the extent necessary to reflect all cost-related changes. In the event that an offeror's Final Proposal Revision does not fully substantiate costs or explain noted cost inconsistencies, the proposal score may be downgraded.

D. Selection for Award

Award shall be made to the offeror who has submitted the proposal that offers the best value to the Government. In making this determination, the government shall weigh technical factors more heavily than total cost.

E. Calculation and Evaluation of Cost

- (1) The term "cost" as used in this RFP is defined as the total of the estimated cost, including G&A and overhead expense, and the fixed fee (if any). Evaluation of

proposed costs shall take into consideration comparison of costs to past data, allowability and allocability of costs and reasonableness of fixed fee and shall be made in accordance with FAR 15.404 and the following shall be considered in making the final selection of the successful offeror:

- a. Base one-year costs
- b. Option year costs
- c. Total Costs
- d. Transition costs
- e. Phase-out costs

Except when it is determined, in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government shall evaluate offers for award purposes by adding the total costs for all options to the total costs for the basic requirement. Evaluation of options shall not obligate the Government to exercise the options. In evaluating the total 5 year costs, the Government shall place more weight on the base 1 year costs because of the uncertainty of award of option years.

The Government may reject an offer as non-responsive if it is materially unbalanced as to prices for the basic requirement and the option quantities. An offer is unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

The Contracting Officer's decision to award an option shall be made in accordance with FAR 17.207(c).

- (2) The Contracting Officer shall evaluate offers by adding a factor of 10 percent to the price of all offers, except offers from small disadvantaged business concerns that have not waived the adjustment.
- (3) Offers shall be evaluated by adding a factor of 10 percent to the price of all offers, except :
 - a. Offers from HUBZone small business concerns that have not waived the evaluation preference, and
 - b. Otherwise successful offers from small business concerns.
- (4) A concern that is both a HUBZone small business concern and a small disadvantaged business concern shall receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference

amounts shall be added together to arrive at the total evaluated price for that offer.

- (5) After a cost analysis of each Business Management Proposal for the base period (i.e., the base one-year period for the operation of the Center), the options, and the total cost, a further evaluation shall be performed to determine the reasonableness of cost presented in the Phase-Out Proposal and/or the Transition Proposal. The incumbent will not incur a transition cost. The phase-out cost of the incumbent will be added to the proposed cost of a challenging offeror when considering total estimated cost. In consideration of the above, it is imperative that the incumbent does not overstate phase-out costs, as they shall be reduced for cost comparison purposes based on their failure to meet the test of reasonableness noted above.

M.3 CONTRACTOR RESPONSIBILITY

The Contracting Officer shall make a determination of responsibility in accordance with FAR 9.105-2. Should a determination of non-responsibility be made, the offeror shall be dropped from consideration for contract award regardless of technical scores and cost. In the case of a small business concern, the matter shall be referred to the Small Business Administration pursuant to FAR 19.6. Factors considered in determining responsibility include:

- Financial resource adequacy
- Ability to comply with the Statement of Work
- Past record of performance
- Record of integrity and business ethics
- Department of Labor review reports of offeror's Job Corps projects(s) if offeror has previously operated or is presently operating a project.
- Program and fiscal controls
- Quality and quantity of corporate staff available to support this contract

M.4 EVALUATION OF OPTIONS (JULY 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).